

1 UNITED STATES DISTRICT COURT

2 FOR THE SOUTHERN DISTRICT OF NEW YORK

3

4 ROBERT NOCK, an individual, on
5 his own behalf and on behalf of
6 all others similarly situated,

7 Plaintiff,

8 v. Civil Action No.

9 SPRING ENERGY RRH, LLC d/b/a 1:23-01042-JHR
10 SPRING POWER & GAS, RRH ENERGY
11 SERVICES, LLC and RICHMOND ROAD
12 HOLDINGS, LLC, Delaware limited
13 liability companies,

14 Defendants.

15

16 VIDEOTAPED DEPOSITION OF

17 ***CONFIDENTIAL***

18 GREGORY HASIAK

19 DATE: Thursday, October 24, 2024

20 TIME: 10:07 a.m.

21 LOCATION: Remote Proceeding
Houston, TX 77080

22 OFFICIATED BY: Amsale Maxwell

23 JOB NO.: 6957255

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1	APPEARANCES	1	INDEX
2	ON BEHALF OF PLAINTIFF ROBERT NOCK:	2	EXAMINATION: PAGE
3	ETHAN PRESTON, ESQUIRE (by videoconference)	3	By Mr. Preston 8
4	Preston Law Offices (TX)	4	By Mr. LeCours 115
5	4054 McKinney Avenue, Suite 310	5	By Mr. Preston 143
6	Dallas, TX 75209	6	By Mr. LeCours 145
7	ep@eplaw.us	7	
8	(972) 564-8340	8	EXHIBITS
9		9	NO. DESCRIPTION PAGE
10	JEREMY R. WILSON, ESQUIRE (by videoconference)	10	Exhibit 206 AnswerNet Email and Spreadsheet 81
11	Pro Hac Vice, Biles Wilson, PLLC	11	Exhibit 207 Ekata/Pro Insight Historical
12	457 Laurence Drive, Suite 195	12	Webpage 104
13	Heath, TX 75032	13	Exhibit 208 Defendants' Internal Do Not Call
14	jeremy@bileswilson.com	14	List 110
15	(214) 662-8456	15	Exhibit 209 DAT File Entry Relating to
16		16	Exhibit 208 112
17	ON BEHALF OF DEFENDANTS SPRING ENERGY RRH, LLC D/B/A	17	
18	SPRING POWER & GAS, RRH ENERGY SERVICES, LLC, AND	18	
19	RICHMOND ROAD HOLDINGS, LLC:	19	
20	DANIEL LECOURS, ESQUIRE (by videoconference)	20	
21	Harris Beach PLLC	21	
22	677 Broadway, Suite 1101	22	
23	Albany, NY 12207	23	
24	dlecours@harrisbeach.com	24	
25	(518) 701-2749	25	
		Page 2	Page 4
1	APPEARANCES (Cont'd)	1	PROCEEDINGS
2	ALSO PRESENT:	2	THE OFFICER: Good morning. My name is
3	Lindsay Kreppel, Esquire, In-House Counsel,	3	Amsale Maxwell; I am the reporter assigned by Veritext
4	Spring Energy RRH, LLC d/b/a Spring Power & Gas,	4	to take the record of this proceeding. We are now on
5	RRH Energy Services, LLC, and Richmond Road	5	the record at 10:07 a.m. Central Time.
6	Holdings, LLC (by videoconference)	6	This is the deposition of Gregory
7	Jason Hopkins, Videographer (by videoconference)	7	Hasiak taken in the matter of Robert Nock, et al. vs.
8		8	Spring Energy RRH, LLC d/b/a Spring Power & Gas, et
9		9	al., on Thursday, October 24, 2024.
10		10	The reporter is located in New
11		11	Braunfels, Texas, and the witness is located in
12		12	Houston, Texas.
13		13	I am a notary authorized to take
14		14	acknowledgments and administer oaths in Texas.
15		15	Parties agree that I will swear in the witness
16		16	remotely.
17		17	Additionally, absent an objection on
18		18	the record before the witness is sworn, all parties
19		19	and the witness understand and agree that any
20		20	certified transcript produced from the recording
21		21	virtually of this proceeding:
22		22	- is intended for all uses permitted
23		23	under applicable procedural and
24		24	evidentiary rules and laws in the
25		25	same manner as a deposition recorded
		Page 3	Page 5

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<p>1 by stenographic means; and 2 - shall constitute written stipulation 3 of such. 4 This proceeding will be recorded via 5 video technology by Mr. Jason Hopkins. 6 At this time will everyone in 7 attendance please identify yourselves for the record. 8 MR. HASIAK: Gregory Hasiak -- 9 MR. PRESTON: My name is Ethan -- 10 MR. HASIAK: Sorry. 11 MR. PRESTON: Go. 12 MR. HASIAK: Gregory Hasiak, witness. 13 I guess that's it. 14 MR. PRESTON: My name is Ethan Preston, 15 Preston Law Offices. I'm appearing on behalf of the 16 plaintiff. 17 MR. WILSON: My name is Jeremy Wilson, 18 with Biles Wilson, PLLC, and I am also appearing on 19 behalf of the plaintiff. 20 MR. LECOURS: Daniel LeCours from 21 Harris Beach PLLC, on behalf of the defendants. 22 MS. KREPPEL: Lindsay Kreppel, in-house 23 counsel for Spring -- defendants. 24 THE OFFICER: Thank you. Hearing no 25 objection, I will now swear in the witness.</p>	Page 6	<p>1 MR. LECOURS: Go ahead, Ethan. 2 MR. PRESTON: All right. 3 EXAMINATION 4 BY MR. PRESTON: 5 Q Just a few matters of clarification. 6 Earlier you gave an address in New York where you 7 could receive communications. 8 A Correct. 9 Q Could you give that address again? 10 A Sure. 191 Kent, K-E-N-T, Street, Brooklyn, 11 New York, 11222. 12 Q Mr. Hasiak, do you plan to leave the country 13 any time soon? 14 A Yes. 15 Q Okay. When do you plan to leave the 16 country? 17 A Around the 6th of November -- I'm sorry, of 18 this year. 19 Q Okay. Great. And after you leave the 20 country is that address still going to be a good place 21 to send you mail? 22 A Correct. 23 Q Okay. All right. And so you'll still get 24 communications at that address after you're outside 25 the country?</p>	Page 8
<p>1 Please raise your right hand. 2 WHEREUPON, 3 GREGORY HASIAK, 4 called as a witness and having been first duly sworn 5 to tell the truth, the whole truth, and nothing but 6 the truth, was examined and testified as follows: 7 THE OFFICER: Thank you. 8 You may proceed, Counsel. 9 MR. LECOURS: Before we get started, 10 let me just make a statement on the record on behalf 11 of the defendants. Defendants are asserting and not 12 waiving their attorney-client privilege, which 13 includes communications with Mr. Hasiak when he was an 14 employee of Defendants. And I'll just instruct the 15 witness not to reveal any attorney-client 16 communications as those matters are privileged. 17 THE WITNESS: Just for clarification, I 18 believe that Lindsay has been working for the 19 defendant in the capacity of regulatory manager not 20 inside counsel, so when did that change? I'm not 21 sure. Just for my own clarification. 22 MS. KREPPEL: -- my official title is 23 director of regulatory compliance. 24 MR. PRESTON: Okay. Is everybody 25 caught up? Can I proceed?</p>	Page 7	<p>1 A Yes. 2 Q Okay. 3 I'd like you to take a look and open up the 4 Google Drive and look at Exhibit 187. 5 A One second. Exhibit 187. Okay, I have it. 6 Q All right. Do you recognize this document? 7 A I do. 8 Q Where did you first see this document? 9 A I believe it was emailed to me. 10 Q Okay. Do you remember by whom? 11 A I don't remember. This is -- this is while 12 I was still an employee of Kiwi Managing [ph]. 13 Q Okay. So this is a Rule 30(b)(6) deposition 14 notice. Do you see that? 15 A I do. 16 Q Okay. Do you recall if you were ever 17 designated as the person who was going to have your 18 deposition taken with respect to this deposition 19 notice? 20 A Richard Booth designated me as -- for this 21 proceeding. 22 Q Okay. Do you remember about when that 23 happened? 24 A I don't remember. 25 Q So the deposition date, if you look at the</p>	Page 9

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1 last page, is August 14th. Does that help your
 2 recollection of when you were designated?
 3 A So I was asked to -- I was told by Richard
 4 Booth and others that I -- at some point I will
 5 be -- I will be deposed. But I would say not around
 6 this date. I was told that I will be deposed under
 7 the 30(b)(6) rule.

8 Q Sorry. So was this -- were you told that
 9 you were going to be deposed with respect to the
 10 deposition notice that we're looking at now, this
 11 Exhibit 187?

12 A So at around this date I was told that I
 13 will be deposed under the 36 -- sorry --

14 Q It's 30(b)(6).

15 A 30(b)(6). Prior to that I -- I was under
 16 the -- always under the impression that I would be
 17 deposed as a witness.

18 Q Right. And so did you prepare for this
 19 deposition?

20 A I have started to.

21 Q And did you speak with anybody in the course
 22 of preparing for this deposition?

23 A Yes, I have.

24 Q Who did you speak with?

25 A Richard Booth, Lindsay Kreppel, Spring's

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1 THE WITNESS: First I hear, Dan.
 2 BY MR. PRESTON:
 3 Q Okay. That's fine. Let's limit your answer
 4 to information and discussions that did not involve
 5 either Mr. LeCours or Ms. Kreppel. Do I have the name
 6 right? I don't want to misspeak -- mispronounce her
 7 name.

8 MS. KREPPEL: That is correct.

9 MR. PRESTON: Okay. Great.

10 BY MR. PRESTON:

11 Q So excluding those two people, did you ever
 12 talk about -- go through this -- you know, there's
 13 paragraphs -- so, like, look at page 2. It says a
 14 schedule of deposition topics. Do you see that?

15 A I do.

16 Q Okay. And do you -- did you ever go through
 17 those topics with people besides Mr. LeCours and
 18 Ms. Kreppel?

19 A No.

20 Q So they were always present during all of
 21 your conversations with any of these --

22 A The answer is yes. And any other
 23 conversation that might have happened were just
 24 general discussions without any -- you know, without
 25 any -- going into details.

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1 counsel, Donald Cheesman, Lisa Hawkins, Konrad
 2 Kozieja -- one of the employees, and Norval
 3 Gayle -- another one of the employees.
 4 Q Okay. And do you remember what you spoke
 5 about? Did you ever go through this document and talk
 6 about the topics or subject matter that was likely to
 7 come up during this deposition?

8 MR. LECOURS: Objection to the extent
 9 this question is seeking any communications that
 10 involve counsel. On behalf of Defendants we'll assert
 11 privilege over that and instruct the witness not to
 12 reveal the content of any privileged communications.

13 THE WITNESS: Privileged communication
 14 is between the attorney and myself. So Dan, yes, we
 15 have discussed this document, but I'm not going to
 16 discuss the details of it. Plus I don't think I
 17 remember now.

18 But there were other discussions in
 19 regards to this document with Richard Booth. Lindsay,
 20 again, I didn't think was a counsel, just a regulatory
 21 manager, as that was made clear on times and times
 22 again before this proceeding.

23 MR. LECOURS: over --
 24 communications -- she serves as an attorney for the
 25 defendants --

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1 Q Well, okay.
 2 Did you ever discuss -- did you ever prepare
 3 for this deposition by discussing the relationship of
 4 the defendants with TIPS? Let me rephrase.

5 Do you know who TIPS is?

6 A Yes.

7 Q Okay. What is -- who is TIPS? What is
 8 TIPS?

9 A TIPS is a telemarketing sales channel
 10 operating out of India or Pakistan -- somewhere in
 11 Asia.

12 Q Okay.

13 THE OFFICER: Mr. Preston, you lost
 14 your audio and video.

15 THE VIDEOGRAPHER: We need to go off
 16 the record. Time is 10:19 a.m. We are off the
 17 record.

18 (Off the record.)

19 THE VIDEOGRAPHER: We're back on the
 20 record. Time is 10:20 a.m.

21 BY MR. PRESTON:

22 Q All right. Mr. Hasiak, did you ever discuss
 23 TIPS in the course of preparing for the 30(b)(6)
 24 deposition?

25 A Yes.

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1 Q Who did you discuss TIPS with?
 2 A Aside from the counsel, I discussed it with
 3 Richard Booth, again, Norval Gayle, Konrad Kozieja,
 4 Donald Cheesman, and Lisa Hawkins.

5 Q Okay. And what were the nature of those
 6 discussions? What were the pertinent facts that you
 7 needed to understand in terms of preparing for the
 8 deposition?

9 A My concern was always how are we going to
 10 approach TIPS, as they were clearly a telemarketing
 11 channel. And particularly Richard Booth was very
 12 adamant about saying that they were not a
 13 telemarketing channel, that they were supposed to
 14 provide cross-selling services, and that we didn't
 15 have any evidence they were doing something else. And
 16 he wanted me to attest to something that wasn't true.

17 Q Let's unpack that a little bit. So from my
 18 perspective and my understanding, TIPS was sort of
 19 clearly a telemarketing company that made outbound
 20 calls.

21 A Correct.

22 MR. LECOURS: Objection to form.

23 BY MR. PRESTON:

24 Q But TIPS told the defendants at various
 25 times that they had consent to make those outbound

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1 MR. LECOURS: Objection to form.
 2 A He had -- he was concerned that TIPS would
 3 open up another can of worms. So he wanted to -- for
 4 me to say that we've received consent for those
 5 customers, that we were able to verify it, that it
 6 was -- that we've employed QA processes -- which none
 7 of it was true. And I refused to -- to do that.

8 MR. PRESTON: So are we on the record?

9 THE VIDEOGRAPHER: We are.

10 MR. PRESTON: Okay. I lost that last
 11 answer. Can you read it back to me?

12 THE OFFICER: Yes, sir. Please stand
 13 by.

14 (The officer repeated the record as
 15 requested.)

16 BY MR. PRESTON:

17 Q So he knew that TIPS did not have consent to
 18 make these outbound telephone calls. How do you know
 19 that?

20 MR. LECOURS: Objection to form. Lacks
 21 foundation.

22 A Richard Booth was part of every QA call,
 23 every discussion about pretty much every sales channel
 24 that we've onboarded. So it was impossible for him
 25 not to know. Every contract that was negotiated had

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1 calls. Is that correct?

2 A Yes. Yes.

3 Q Okay. And my understanding is that TIPS
 4 indicated -- they told Defendants, "Look, we have
 5 consent. The consent is gained -- we provide customer
 6 service -- you know, inbound customer service
 7 representatives for a variety of companies, including
 8 AT&T, and during the course of those customer service
 9 calls we will cross-sell and ask the AT&T customers if
 10 they'd like to switch their energy provider."

11 Is that also your understanding?

12 A Yes. Yes.

13 Q Okay. And so it's -- TIPS essentially said,
 14 "Look, we have consent because all of these people
 15 made inbound calls that we answered, and during those
 16 calls we essentially got their consent to call them
 17 back to switch them up to the defendants' services."

18 Am I understanding that situation correctly?

19 A Yes. Yes.

20 Q Okay. And Mr. Booth had asked you to
 21 testify to facts that were not true with respect to
 22 that -- with respect to TIPS and its cross-selling.

23 A Yes.

24 Q Can you tell us what exactly he wanted to
 25 say that was not true?

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1 to go through -- had to go for Richard to review.

2 Q Did Mr. Booth approve all the commissions
 3 that went out to the various vendors?

4 A So we had a -- a process where first the
 5 commission was prepared by our transactions team.
 6 Then it was reviewed by them. Then it was sent over
 7 to accounting team, after which it came to me for
 8 approval. And then the final approval would be either
 9 Richard Booth or Lisa Hawkins.

10 Q Okay. So either Lisa Hawkins or Richard
 11 Booth was approving all of these -- the commission
 12 payments for vendors. Okay.

13 A Correct.

14 Q So let's go back to TIPS. So TIPS -- it
 15 became evident that there's just no way that TIPS had
 16 these cross-selling -- did TIPS have a cross-selling
 17 arrangement with AT&T?

18 A I don't know.

19 Q Did you ever investigate whether or not
 20 there was any sort of cross-selling arrangement --

21 A We did -- we tried to. We tried to get
 22 additional informations from TIPS, but they would not
 23 share or provide additional information.

24 But knowing of what was happening in the
 25 industry, we were under the assumption that they may

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1 be problematic, as they probably don't have a
 2 relationship with anybody else, and they're just cold
 3 calling like everybody else.
 4 Q So sure, but did anybody at Defendants ever
 5 ask AT&T if there was a cross-selling arrangement?
 6 A No. Not to my knowledge.
 7 Q How long were the defendants aware that TIPS
 8 did not have this cross-selling arrangement with AT&T
 9 or anybody else?
 10 A I would say almost from very beginning of
 11 the contract.
 12 Q So TIPS -- do you know who Roland Camunas
 13 is?
 14 A Yes.
 15 Q Okay. Who is Roland Camunas?
 16 A One of the customers that was enrolled by
 17 TIPS, and then later enrolled by MBM, which is another
 18 sales channel. And Roland Camunas filed complaints
 19 with us threatening us, legal action if we didn't
 20 settle with him. Something along those lines.
 21 Q Okay. Did TIPS provide a audio recording in
 22 response to Roland Camunas's complaint?
 23 A I believe TIPS did not, but we had some
 24 limited records in our possession that we have
 25 identified that -- that -- Roland Camunas was called

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1 A Sorry -- 78, then just scrolling it down --
 2 Q Yeah, it takes a little bit of time to load.
 3 A You said Exhibit 78?
 4 Q No, 92.
 5 A Oh, 92. Sorry. I have it.
 6 Q Okay. Who made the decision to keep TIPS
 7 around after it became apparent that they weren't
 8 really cross-selling, they were just making, you know,
 9 outbound telemarketing calls?
 10 MR. LECOURS: Objection to form.
 11 A That would be Richard Booth.
 12 Q Okay. Did anybody else make that decision?
 13 A I --
 14 Q Did it go further up?
 15 A I don't know. Ultimately it would have been
 16 Richard Booth.
 17 Q Okay. So let's go back to Exhibit 92. This
 18 is an email chain between TIPS and the defendants,
 19 including Amanda Miranda. Do you see that?
 20 A Yes.
 21 Q Okay. And I'm going to represent to you
 22 there -- in the subject line there is a telephone
 23 number, a 215 telephone number. Do you see that?
 24 A Yes.
 25 Q Okay. I'm going to represent to you that

Page 20

1 by someone from TIPS.
 2 Q All right. Let me -- relationship with
 3 TIPS -- how long did -- well, let me back up. What
 4 were the --
 5 THE OFFICER: I'm sorry to interrupt.
 6 Can you hear me?
 7 MR. LECOURS: You keep breaking up.
 8 MR. PRESTON: Yeah.
 9 THE WITNESS: Yes, you're breaking up.
 10 If you could repeat --
 11 MR. PRESTON: Oh, god.
 12 BY MR. PRESTON:
 13 Q When did TIPS --
 14 THE OFFICER: Sorry, can we go off the
 15 record to address the audio issue, sir? It's cutting
 16 out bad.
 17 MR. PRESTON: Okay. Sure.
 18 THE VIDEOGRAPHER: All right. Time
 19 is 10:32 a.m.
 20 (Off the record.)
 21 THE VIDEOGRAPHER: We're back on the
 22 record. Time is 10:34 a.m.
 23 BY MR. PRESTON:
 24 Q All right. If you don't mind, let's go to
 25 Exhibit 92. Do you have that in front of you?

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1 that telephone number is Mr. Camunas's number.
 2 A Okay.
 3 Q And so this is an exchange where they're
 4 trying to find the consent to call Mr. Camunas that
 5 TIPS claimed it had. Do you see that?
 6 A I do.
 7 Q Is that a fair description of that email?
 8 A Yes.
 9 Q Okay.
 10 A Yes.
 11 Q All right. So let's go to Exhibit 93, which
 12 is a -- this is a -- the email -- sorry, this is the
 13 voice recording that they -- was attached to
 14 Exhibit 92. Does that make sense?
 15 A Yes.
 16 (Audio played.)
 17 Q All right. So in that call it sounded
 18 like --
 19 MR. LECOURS: I think we lost him
 20 again.
 21 THE WITNESS: Yeah.
 22 THE VIDEOGRAPHER: Just a second.
 23 All right. Time is 10:38 a.m. We are
 24 off the record.
 25 (Off the record.)

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6 (Pages 18 - 21)

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1 THE VIDEOGRAPHER: We're back on the
2 record. Time is 11:01 a.m.
3 MR. PRESTON: Okay. Are we back on the
4 record?
5 THE VIDEOGRAPHER: We are.
6 MR. PRESTON: Okay.
7 BY MR. PRESTON:
8 Q So Mr. Hasiak, we listened to Exhibit 93,
9 which is a audio recording that TIPS provided
10 Defendants. Is that right?
11 A It's part of the recording that TIPS
12 provided the defendant, yes.
13 Q Okay. And that audio recording is supposed
14 to evidence consent for TIPS to call Mr. Camunas;
15 correct?
16 A Yes.
17 Q Okay. And TIPS business with the defendants
18 that provided a lot of these recordings whenever there
19 was a need to demonstrate that they had consent to
20 make the call?
21 A They provided some, yes, recordings.
22 Q Okay. So there were some calls or
23 complaints where they did not provide recordings?
24 A Yes.
25 Q What happened in those situations?

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1 A It has been a while. So I may not have -- I
2 may not remember all of it. But I believe the last
3 time we received a complaint and we requested for
4 recordings, they just stopped responding to us. And
5 at that point in time it became blatantly obvious that
6 what they are doing is a pure telemarketing.
7 Q Okay. So they were telemarketing
8 the -- this cross-selling relationship with AT&T was
9 fictitious?
10 MR. LECOURS: Objection to form.
11 You can answer.
12 THE WITNESS: Certainly we all believe
13 that this was a front or it was a fake, there was no
14 such thing as a relationship with AT&T or anybody
15 else.
16 BY MR. PRESTON:
17 Q But the --
18 A But since there was no -- since there was no
19 major complaints, you know, we were asked to ignore it
20 and continue a sales relationship with TIPS.
21 Q But the recordings provide a pretext or a
22 plausible deniability; correct?
23 A Yes.
24 Q Did anybody ask you to testify about the
25 recordings that Defendants had collected from TIPS?

Page 23

1 A Yes.
2 Q Okay. Who asked you to do that?
3 A That would be Richard Booth.
4 Q Okay. And what did he ask you to do,
5 specifically?
6 A He asked me to say that -- that to collect
7 these recordings would be too difficult as they are in
8 different databases. Which that wasn't true because
9 they are in one place, unless they moved in now since
10 I'm no longer there.
11 Q Okay. You said it was too difficult. Would
12 it be too difficult to produce to the plaintiff in
13 this case?
14 A The idea was it would be too difficult to
15 produce to the plaintiff. I can only assume that
16 Richard's reasoning was that these calls would be too
17 damaging to the case.
18 Q Okay. And where were all these calls stored
19 when you were employed with the defendants?
20 A These calls, if I'm not mistaken, were
21 stored on all shared drive, which is environment
22 hosted by our IT providers, and they would be stored
23 under the TIPS folder.
24 Q Okay. So they would have been accessible
25 under TIPS? When did Defendants -- so they would have

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1 all been stored under a TIPS folder; correct?
2 A Yes.
3 Q And --
4 A Except for -- except for the third-party
5 verification calls. But the so-called consent calls
6 would have been stored in -- in the TIPS folder.
7 Q Okay. Do you have a rough sense of how many
8 of those consent recordings exist?
9 A Difficult to guess, but I'd say less than a
10 thousand.
11 Q Okay. Do they all correspond to situations
12 in which there had been a complaint or an inquiry or
13 some need to have evidence of consent?
14 A No. The -- TIPS were required to send
15 these -- at the bare minimum were required to send all
16 of these consent calls to us on a weekly basis. In
17 the very, very beginning they were doing that. But
18 later on they stopped.
19 Q Okay. So the problem with TIPS was they
20 stopped providing the evidence of consent that was
21 required?
22 A Yes.
23 Q By Defendants.
24 A Yes.
25 Q Okay. Was the evidence of consent only

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1 required for enrollments?
 2 A Only for enrollments, yes. At the bare
 3 minimum.
 4 Q Okay. And so they're all stored in a
 5 folder, but you were told that you should testify that
 6 it would be too difficult to locate all of the TIPS
 7 recordings?
 8 A Yes.
 9 Q Okay. And how would that have been -- like,
 10 what -- were you told to testify that all these
 11 recordings were scattered in different area, and you
 12 couldn't located them? Do I understand that
 13 correctly?
 14 A That is correct.
 15 Q Okay. And who told you to do that?
 16 A Richard Booth.
 17 Q Did anybody else know that Richard Booth was
 18 telling you to testify that TIPS had genuine consent?
 19 A Well, there were others. But it's my
 20 understanding, as of today, that Lindsay serves as a
 21 in-house counsel, so I can't really -- you know,
 22 mention anything else.
 23 Q Okay. I'm going to pause here because I
 24 think that there's a need, to the extent that people
 25 were attempting to suborn perjury -- that would be a

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1 MR. LECOURS: Based on -- well, I
 2 certainly can only speak for the conversations I've
 3 been party to.
 4 THE WITNESS: Exactly.
 5 MR. LECOURS: I can only testify
 6 to -- I can only attest to those. But as to those I
 7 can represent that no such representations were made
 8 at the -- on the conversations I was party to.
 9 MR. PRESTON: That fills me with great
 10 confidence.
 11 BY MR. PRESTON:
 12 Q Okay, so when did the relationship with TIPS
 13 start?
 14 A Again, I don't have any of the information
 15 that I have been preparing for so -- since my access
 16 was -- to all of that information was cancelled. I'd
 17 say sometimes in 2021.
 18 Q Does, sort of, September 2021 sound like it
 19 could be right?
 20 A That sounds right, yeah.
 21 Q And do you have a sense of when it ended?
 22 A It continued for roughly about a year, year-
 23 plus, maybe. On and off with some --
 24 Q So during that year, roughly the entire
 25 time, the duration of the TIPS relationship,

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1 crime -- fraud exception, and you would be able to
 2 testify about who else knew that you had been asked to
 3 testify falsely about TIPS.
 4 A So who else knew that I was asked -- just
 5 could you repeat the question? I'm sorry.
 6 Q Yes. I guess, really, who else knew that
 7 you had been asked to testify falsely about TIPS?
 8 MR. LECOURS: Foundation. Objection,
 9 foundation. We reassert our privilege.
 10 To the extent you can support the
 11 foundation for the allegation you're making then
 12 perhaps we could, you know, allow the inquiry. But I
 13 don't think there's been any sort of foundation for
 14 the privilege waiver you're just suggesting.
 15 MR. PRESTON: Dan, he's just said that
 16 he was asked to testify falsely. What other
 17 foundation do you think you need?
 18 MR. LECOURS: Well, besides the fact
 19 that I believe that statement was false and therefore
 20 would not constitute any sort of applicable waiver, to
 21 the extent you're going to inquire into this subject I
 22 believe you're going to need a court order if your
 23 team --
 24 MR. PRESTON: What's your -- for saying
 25 that Mr. Hasiak's testimony is false?

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1 Defendants knew that TIPS was telemarketing without
 2 consent for outgoing calls?
 3 A Yes.
 4 Q Okay. And they made a conscious decision to
 5 keep the customers that TIPS enrolled for the
 6 defendants. Is that right?
 7 A Yes.
 8 Q Okay. And they -- Defendants retained the
 9 money from the customers derived from the TIPS
 10 enrollment; correct?
 11 A Yes.
 12 Q Okay. Did TIPS -- did Defendants receive
 13 any complaints about TIPS telemarketing besides
 14 Mr. Camunas?
 15 A Yes. There were several other complaints.
 16 What we called customer complaints -- so they were a
 17 low -- I mean, we called it a low-level complaint
 18 where a customer calls into customer service line and
 19 complains, "Hey, I never enrolled." So at that point
 20 in time -- or "I never gave authorization."
 21 All of that would have been
 22 documented -- should have been documented in
 23 customer's account. And only at that point in time we
 24 would cancel those accounts.
 25 Q Okay. Did TIPS calls -- or did you have any

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8 (Pages 26 - 29)

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1 complaints that TIPS called telephone numbers on the
 2 Do Not Call list?
 3 A Yes.
 4 Q Besides Mr. Camunas?
 5 A Yes.
 6 Q Okay. And who knew about those complaints?
 7 A The entire QA team at the time, customer
 8 service team, Richard Booth. Also these items would
 9 be discussed in biweekly or -- I don't remember if we
 10 still had a weekly or biweekly management calls.
 11 Q Okay. Were these management calls ever
 12 recorded or were there ever minutes prepared?
 13 A Not to my knowledge.
 14 Q Okay. So this was almost off the record?
 15 A Correct. Whenever there were issues raised
 16 it was a very -- we had a very clear directive from
 17 Richard Booth not to put anything in writing.
 18 Q Okay. Was management -- was the defendants'
 19 management concerned with plausible deniability?
 20 A No. The going joke was, "Well, let Greg
 21 sign it, so this way, you know, we'll deny
 22 everything."
 23 Q That sounds really frustrating.
 24 A Very frustrating.
 25 Q Okay. So some of these conversations

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1 A Tuesday the 23rd of September after I
 2 replied -- after I voiced my frustration through an
 3 email.
 4 Q Okay. And you don't have access to that
 5 email today?
 6 A I might have it, but it's going to take me a
 7 little while to find it.
 8 Q No, we're not -- Mr. Booth testified
 9 previously, I think on October 2nd, that you resigned.
 10 A That is --
 11 Q Is that --
 12 A So we have been discussing my exit because I
 13 wasn't happy. I wasn't happy with how things were
 14 going, and I wasn't happy with the fact that the
 15 company had been hiding information from me. And you
 16 know, they simply have stopped communicating with me.
 17 So you know, I would sit at home and do absolutely
 18 nothing all day because there was very little to do at
 19 the time.
 20 And so I've sent them, I'd say, a very hot
 21 email saying that if someone doesn't get back to me,
 22 today's going to be my last day. So against all of
 23 our internal policy when it comes to HR, they decided
 24 to shut off my access and terminate me immediately
 25 within five minutes of sending that email.

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1 occurred during the preparation of your deposition.
 2 Is that right?
 3 A Yes.
 4 Q Okay. You are no longer an employee of any
 5 of the defendants; correct?
 6 A Yes.
 7 Q Okay. What happened? Why are you no longer
 8 an employee?
 9 A There was a combination of issues. About
 10 six to eight months ago I started voicing my concerns
 11 with Richard Booth and Lisa Hawkins. There were
 12 several disagreements on many different issues.
 13 One of the issues were Nock vs. Spring, and
 14 that disagreement was about me staying away, not
 15 saying anything, and potentially lying about the
 16 relationship of Spring and TIPS.
 17 Q Okay. And you essentially -- so you told
 18 Defendants that you were not going to lie during your
 19 deposition?
 20 A Yes.
 21 Q And because of that you got terminated? In
 22 addition to other things?
 23 A In addition to other things, yes. My
 24 termination was inevitable.
 25 Q When did Defendants terminate you?

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9 (Pages 30 - 33)

1 MR. PRESTON: So they're already marked
2 that -- we're reusing some exhibits. We're just
3 keeping a sequential order so it's easier during
4 summary judgment or trial to locate different
5 exhibits. But they're all in the Google Drive.

6 THE WITNESS: Okay. So Exhibit -- hold
7 on one second -- so this is the TPV.com contract?

8 BY MR. PRESTON:

9 Q Yes, sir.

10 A Okay. With Richmond Road Holdings? Yes, I
11 have it.

12 Q So does the TPV process protect Defendants
13 from liability?

14 A Somewhat.

15 Q So it doesn't protect it from all liability?

16 MR. LECOURS: Objection to form. Also,
17 interpose an objection as to the prior question.

18 You can answer.

19 THE WITNESS: Yes.

20 BY MR. PRESTON:

21 Q And the intent is to have -- to use the TPV
22 process to have an independent record that there was
23 consent to be enrolled with the defendants; right?

24 A Right. So the TPV process is only to
25 establish customers' authorization to enroll with

1 A Yes.
2 Q Okay.
3 A Because I was allowed to -- for most if not
4 all contracts, agreements.

5 Q Does the TPV contract protect Richmond Road
6 Holdings from liability for slamming?

7 MR. LECOURS: Objection to form.

8 A I believe yes, in a way.

9 Q Okay. Does it protect all the affiliates
10 involved in enrolling for defendants?

11 MR. LECOURS: Objection to form.

12 A That was my understanding.

13 Q Okay.

14 Can we look at Exhibit 82?

15 A One second. I have it.

16 Q Okay. So this is an email chain between you
17 and some other people inside RRH concerning an MBM
18 sales agent named Wendell Freeman. Do you see that?

19 A Yes.

20 Q Okay. And so first email at the bottom you
21 have Konrad -- how do you say his last name?

22 A Kozieja.

23 Q Kozieja -- it's Polish; yeah?

24 A Yes.

25 Q Okay. Mr. Kozieja says "I strongly believe

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1 services. Not to, you know -- whether the customer,
2 you know, authorized the, you know, the company, or in
3 this case Spring Power, to call them in the first
4 place.

5 Q Right. It doesn't eliminate all other kinds
6 of fraud; it just protects against slamming. Is that
7 right?

8 A Yes.

9 Q Okay. Who decided to use TPV.com and why?

10 A From time to time -- well, the -- the
11 company that we were using at that time, which was
12 Trusted TPV -- I believe they were completely
13 outdated, and they were not providing any safeguards
14 against slamming.

15 And the other one -- oh man, I don't
16 remember the name of the other company -- out of
17 Nevada -- AGR -- there was a company affiliated with
18 AGR -- I can't remember the name of it. I believe
19 that they were also struggling with the technology.

20 So we decided -- meaning we -- myself,
21 Richard Booth -- that we're going to enter into a new
22 agreement with TPV.com, as their platform was
23 reasonably up to date.

24 Q Okay. And so the -- you'll see that you
25 signed it on behalf of Richmond Road Holdings?

1 that re-activating this account came prematurely."
2 And then it talks about it. It says "Outside of the
3 four sales that the rep admitted of being
4 fraudulent" -- do you know what he's talking about
5 there?

6 A Yes. He's talking about the fact that
7 Wendell Freeman or his associates, were -- were
8 obtaining these sales from a call center somewhere in
9 Asia. So you know, pretending to be door-to-door
10 agents.

11 Q Oh, okay. So this was not slamming; this
12 was a situation in which they -- the door-to-
13 door -- enrollments were done under a door-to-door
14 channel?

15 A I believe so, yes.

16 Q Okay. And it says he admitted that?

17 A Yes. He admitted that on the phone call.
18 But because of the personal relationship that Richard
19 Booth has with that particular sales channel, at
20 Richard's direction we gave this guy another chance.

21 Q Okay. Your email in response, this same
22 document, says "I'm allowing this rep to conditionally
23 return to this campaign, he has been retained by the
24 channel and has received clear instructions ... I
25 would be happy to give you more background. If you

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1 need additional information on this please contact
 2 David or me directly."
 3 A Yes.
 4 Q Why did you permit this person to be
 5 retained? At Richard's direction?
 6 A At -- you know, after speaking with Richard
 7 and after speaking with the -- I believe this is MBM
 8 sales channel. So after speaking with Enrique
 9 Alvarez [ph], Gerson Alvarez [ph], I think, and
 10 Richard Booth, we all agreed that we're going to give
 11 this guy a second chance or a third chance -- I'm not
 12 quite sure how many chances he's got.
 13 Q So where was -- MBM's management, where are
 14 they located geographically?
 15 A MBM's management is located in Houston,
 16 Texas.
 17 Q Okay. And this MBM3014, which is the sales
 18 rep ID for Wendell Freeman?
 19 A Yes.
 20 Q Is that correct?
 21 A Yes.
 22 Q Okay. That -- the MBM 3000 series, where
 23 are those sales agents located?
 24 A From what I understand, they were located
 25 somewhere in either Pennsylvania or Maryland.

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1 Q Okay. Do you know how they know each other?
 2 A Richard Booth was part of Frontier Utilities
 3 several years -- or just prior to establishing Kiwi
 4 Energy in New York. And so Frontier Utilities was
 5 a -- company providing electricity services in Texas.
 6 And I believe the -- at the time the current
 7 management of MBM was working for Richard Booth.
 8 Q Okay. So he knew them from a prior job. Do
 9 you know roughly when they would have met?
 10 A Let's see. I've been there for what,
 11 12 years -- or about 14 years ago, I'd say.
 12 Q So 2010?
 13 A Just about.
 14 Q Okay.
 15 Let's look at Exhibit 81.
 16 A Okay. Let me go there. Okay, I see it.
 17 Q Okay. You see there's a -- the last
 18 sentence of the -- the last couple of sentences of the
 19 bottom -- the second paragraph, it says: "Based on
 20 the geolocation of the TPV, we are getting this
 21 reading: [Distance from Customer to Sales Agent:
 22 0 feet. Distance from sales agent to service address
 23 is: 109 feet.] This sale is highlighted below in
 24 turquoise."
 25 Do you see that?

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1 Q Okay.
 2 A I think New Jersey? At this point in time
 3 it's difficult for me to tell you exactly without
 4 looking at some additional information.
 5 Q Well, so these sales agents were a front for
 6 telemarketers. Do I understand that correctly?
 7 A That was our assumption, yes.
 8 Q Okay. And where are the telemarketers from?
 9 A We don't know. We assume it's probably
 10 India -- Pakistan, maybe.
 11 Q Okay. But you never spoke to any of the
 12 telemarketers, you spoke to Wendell Freeman --
 13 A I spoke to Wendell Freeman, and I spoke to
 14 his managers, which is the management of MBM.
 15 Q And Mr. Booth directed you to continue
 16 selling --
 17 A Yes.
 18 Q Okay. Let me rephrase that.
 19 Mr. Booth directed you to permit Wendell
 20 Freeman to continue selling? Do I understand that
 21 correctly?
 22 A Yes.
 23 Q Okay. And that was based on the personal
 24 relationship he had with MBM?
 25 A Yes.

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1 A Yes.
 2 Q What's happening there? What happened
 3 there?
 4 A One second. Just give me a minute.
 5 I'm assuming these are sales from Maryland.
 6 Is that correct?
 7 Q It's not clear to me, but they look like
 8 there's some Maryland area code.
 9 A So one of the things -- just at a first
 10 glance at this, one of the things that we had a verbal
 11 policy in the office that -- well, first of all, let
 12 me maybe go back.
 13 In the state of Maryland only the account
 14 holder or the person named on the account is
 15 authorized to enroll with an energy supplier. Now, in
 16 our case, our sales reps, it was difficult to find the
 17 account holder. So very often they would sign up the
 18 spouse or whomever was in the household.
 19 Now, our policy, our written policy, is to
 20 cancel this enrollment. Our verbal policy,
 21 communicated by Richard Booth, is to keep them as long
 22 as they're not causing trouble. So if they're causing
 23 trouble this is when we cancel those enrollments. But
 24 if they're not then we keep them.
 25 And very often when we receive a regulatory

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12 (Pages 42 - 45)

1 complaint we will -- we will then basically -- it's
2 cheaper for us to -- it was cheaper for us to re-rate
3 those customers based on the utility rate than cancel,
4 you know, 1,000 enrollments, I guess.

5 Q Sure. So that verbal policy you described
6 was aimed at preserving plausible deniability?

7 A Absolutely.

8 Q All right. I want to talk about -- we're
9 going to shift gear a bit -- we're going to start
10 talking about Endurance a bit. But was Richard Booth
11 involved in onboarding different marketing vendors?

12 A By onboarding -- yes, he was part of every
13 sales meeting, every quality assurance meeting. He
14 was involved; he knew who we were onboarding and how
15 we were onboarding. He might have not participated in
16 all of the onboarding phone calls, but at least he was
17 told, instructed, of what is happening and would even
18 provide direction on these calls.

19 Q Okay. And was he involved in onboarding
20 Endurance?

21 A He was on the calls and discussions, and I
22 would have discussed with him onboarding Endurance.
23 And he was aware of Endurance. And he was aware of
24 Brian Ream and Brian Ream's past and the gossip that
25 followed him. So yes, he -- he was aware. But he did

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1 Q Okay. He was also kind of involved to
2 prevent liability to any of the defendants'
3 affiliates? Is that fair to say?

4 A Yes.

5 Q Okay. What information did Defendants use
6 in determining whether or not to onboard a particular
7 vendor, especially one that was problematic.

8 A What information -- you mean like background
9 checks?

10 Q No. Well, let's focus on Mr. Ream.

11 A Okay.

12 Q So you indicated Mr. Ream had a reputation.
13 Is that fair to say?

14 A Yes.

15 Q Okay.

16 A Mr. Ream --

17 Q And what was that reputation?

18 A Sure. So as background, Mr. Ream used to
19 work for Rob Morris -- C-something-G company. I don't
20 remember off the top of my head right now. And there
21 were several -- from what Richard Booth and I know
22 from, you know, industry chatter, Rob Morris and Brian
23 Ream were involved in several different incidents
24 involving fraudulent sales, misrepresentations, et
25 cetera, et cetera.

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1 not participate in physically onboarding the agents.
2 Q Okay. Okay. No, he -- well, because he's
3 the CEO, essentially; correct?

4 A Correct. Yes.

5 Q Okay. So why was he involved at all in the
6 onboarding process?

7 A Well, he wanted to be part of pretty much
8 everything. So micromanaging -- maybe not
9 micromanaging, but just -- just for the optics, to be
10 involved in these QA meetings, sales meetings, and
11 everything else. The only time he would raise any
12 concerns if it was a concern that would relate to the
13 longevity of the business.

14 For example, you know, onboarding customers
15 who may not be as clean as we would like them to be.
16 So then a decision -- discussion was made as to how to
17 handle these sort of customers without crossing the
18 line.

19 Q So you had -- Defendants had a number of
20 problematic vendors that they onboarded.

21 A Yes.

22 Q And is it fair to say that Mr. Booth was
23 involved in onboarding those vendors to preserve -- to
24 ensure that plausible deniability was preserved?

25 A Now that I look at this, yes.

1 We knew that onboarding Brian Ream could be
2 problematic for us. Nevertheless, at that time the
3 direction from the majority shareholders and Richard
4 Booth, the senior management, was "we need sales." So
5 that's the reason we decided to onboard Brian Ream and
6 just maybe pay a little bit more attention to him than
7 others in the beginning.

8 Q So you mentioned that Mr. -- you knew and
9 Mr. Booth knew that Brian Ream was associated with
10 fraudulent enrollments. Is that fair to say?

11 A Yes.

12 Q Okay. What kind of fraudulent enrollments?
13 How were the enrollments -- to be fraudulent?

14 A So there were several ways. The most
15 popular one was pretending that you were a door-to-
16 door agent and calling customers -- making those sales
17 from some sort of a call center. That was the most
18 popular one. Then it was just basically slamming the
19 customer.

20 So second one -- second popular one, a sales
21 rep comes into customer's house, says, "Oh, we're
22 going to give you a discount -- I'm from the utility,
23 we're going to get you discounts, but you're going to
24 have to answer a series of questions yes or no -- just
25 answer them yes with the exception of that one

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13 (Pages 46 - 49)

1 question that you say no. And that no question is,
 2 you know, whether you are receiving public assistance
 3 from the government." And bam, you had a sale.
 4 So those are the two main issues.
 5 Q Okay. And you were aware of
 6 information -- rumors that Mr. Ream was associated
 7 with those kind of fraudulent enrollments?
 8 A Yes.
 9 Q Do I understand that correctly?
 10 A Yes.
 11 Q And Mr. Booth was aware of those rumors as
 12 well?
 13 A Yes. Remember that every contract that I
 14 signed, I had to discuss it with Richard Booth. And
 15 he was present on all of these phone calls. So
 16 between anybody was on these calls, I'm sure there was
 17 at least half a dozen jokes flying around of what to
 18 expect from Brian Ream or any of the sales channels
 19 that we were onboarding.
 20 Q Okay. So there's a very clear awareness of
 21 what you're getting into bed with in terms of
 22 Mr. Ream?
 23 A Yes.
 24 Q Okay. You mentioned a scheme to disguise
 25 telemarketing calls as door-to-door sales?

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1 you know that Mr. Booth was aware of it?
 2 A Once again, we had -- I -- you know, had
 3 lengthy discussion with Richard on a daily basis.
 4 Richard participated in all of our QA calls. He has
 5 heard every single one of our concerns. He has
 6 participated in sales calls. Richard and I would work
 7 together to make sure that -- that any sort of sales
 8 campaign would at least meet the bare minimum
 9 compliance requirements.
 10 Q Okay. And by "bare minimum," you mean not
 11 necessarily complying with the law but protecting
 12 defendants against liability --
 13 A Correct. Yes.
 14 Q Okay. Does Spring Power record -- when it
 15 onboards new vendors, does it record the training
 16 sessions?
 17 A I don't think so.
 18 Q Do you know why?
 19 A I don't. I don't think we ever thought
 20 about it.
 21 Q Okay.
 22 A Now, I do have a comment on the onboarding
 23 process. So when it comes to onboarding a sales
 24 channel, particularly door to door, we sent them our
 25 onboarding documents, and they -- and we have a call

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1 A Yes.
 2 Q That sounds to me -- as an industry
 3 outsider, that sounds like a very specific and
 4 specialized kind of fraud. And I want to ask when you
 5 became aware of that scheme.
 6 MR. LECOURS: Objection to form. Move
 7 to strike Counsel's statements.
 8 You can answer the question.
 9 THE WITNESS: We were aware of this
 10 prior to entering into the agreement with Endurance.
 11 We were aware of this through, again, industry
 12 chatter, energy marketing conferences which dedicated,
 13 you know, panels towards fraudulent sales and
 14 telemarketing -- fraudulent telemarketing calls from
 15 Asia. So we were aware for some time now.
 16 BY MR. PRESTON:
 17 Q Okay. Would you say that you were aware
 18 in 2020?
 19 A Yes.
 20 Q Would you say you were aware in 2018?
 21 A I'd say we probably were aware since 2016.
 22 Q Okay.
 23 A I'm guessing a little bit because it has
 24 been quite some time.
 25 Q Sure. And you were aware of this. How do

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1 with the trainer.
 2 Now, from that point on we don't know if
 3 these agents are trained. Because based on the
 4 complaints that we would receive from multiple
 5 campaigns, you know, it sounds like the
 6 representatives were never trained.
 7 But then again, we had no proof that they
 8 were or weren't. They did sign the document that they
 9 have been trained, but --
 10 Q Wouldn't it be better -- if Defendants' goal
 11 were to prevent this kind of door-to-door
 12 telemarketing scheme, wouldn't it be better to have a
 13 video training where you could see the sales agents
 14 and make sure that they matched the onboarding
 15 documents, and record that training session?
 16 A Of course. I have made several proposals to
 17 Richard Booth about beefing up our enrollment and
 18 training processes. Richard Booth was rarely
 19 available or rarely wanted to listen or would say,
 20 "It's too expensive," or "Let's talk about it some
 21 other day."
 22 And those are generally discussions with
 23 Richard. As soon as you would discuss some sort
 24 of -- something of substance that requires him to
 25 think, he will tell you, "Let's discuss it tomorrow,"

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14 (Pages 50 - 53)

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1 because he's already overwhelmed or perplexed or some
 2 other things -- excuse my language.
 3 Q So you were aware of this scheme to disguise
 4 telemarketing calls as door-to-door sales early on?
 5 A Yes.
 6 Q Before the -- okay. So I have some, kind
 7 of, practical questions about how that worked.
 8 So that scheme requires a few things.
 9 Presumably it requires the sales agents to spoof
 10 appropriate GPS coordinates. Is that correct?
 11 A Yes.
 12 Q Because they are -- when they're enrolling
 13 customers via TPV, they need to have appropriate GPS
 14 coordinates?
 15 A Yes. Either that or they're hoping that
 16 we're hopeless enough not to check.
 17 Q Well, nobody -- I mean, not even
 18 Endurance's sales agents were that hopeless.
 19 Where did they get the GPS data for those
 20 enrollments?
 21 A You're referring to Defendants' agents?
 22 Or -- or --
 23 Q Any sales agent that is performing this kind
 24 of disguised -- telemarketing where it's disguised as
 25 a door-to-door sales.

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1 that customer and say, "Hey, we've got a better plan
 2 for you." You know, "Now I'm going to transfer you to
 3 a Spring representative so they can tell you all about
 4 it."
 5 So that's generally what we've seen happen.
 6 So -- go ahead.
 7 Q Yeah. I mean --
 8 A And we have been approached by different
 9 sales channels that we even worked with in the past,
 10 if we would want to purchase the customers that
 11 they've enrolled in their previous campaigns.
 12 Q So they would essentially try to sell you
 13 churned customers?
 14 A Or customers that would turn from whoever is
 15 their current supplier to us.
 16 Q Right. Stealing from their prior clients to
 17 give to you?
 18 A Yeah. Exactly.
 19 Q Yeah. Did that work in both directions? Do
 20 you think that they stole your current customers to
 21 sell their next client?
 22 A I wouldn't be surprised. We have attempted
 23 to monitor this for one of the sales channel in the
 24 past. But we didn't pick up anything unusual.
 25 But then again, you know, a year later they

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1 A It -- it's tough to determine. I mean, I
 2 don't know enough about I.T., but supposedly
 3 it's -- there are even apps that will mask your IP
 4 address that you can download onto your phone. So
 5 it's -- supposedly it's quite easy.
 6 Q Okay. Where did they get the telephone
 7 numbers for these --
 8 A In most cases what we've seen in the past --
 9 THE OFFICER: Sorry, you said "for
 10 these" -- I didn't hear the last part of the question.
 11 Sorry to interrupt.
 12 MR. PRESTON: Customers.
 13 THE WITNESS: Am I okay to answer?
 14 BY MR. PRESTON:
 15 Q Yeah.
 16 A Okay. So most cases these sales would have
 17 been -- these sales would come -- the contact phone
 18 numbers would come from previous campaigns. In other
 19 words, let's say as an example, MBM, it --
 20 which -- let's just maybe focus on Endurance for a
 21 second.
 22 So let's assume that Endurance agents would
 23 sell on a previous campaign. And so they probably
 24 retained all of that information of all the customers
 25 that enrolled. And so it's easier for them to call

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1 might have done the same thing, you know, so that we
 2 didn't pay attention to. But we were never able to
 3 pick up on that. Because we --
 4 Q Which sales channel was that?
 5 A That was -- that would have been Vinnie
 6 Mac. I don't remember -- he was -- he used to sell in
 7 Maryland and Pennsylvania. And the second one was
 8 Jacob -- oh my god, again, I'm really bad with names.
 9 So his first name is Jacob, and he was -- he
 10 currently, I believe, owns a company called SunSea
 11 Energy.
 12 But both of -- both of those individuals
 13 have sold for us as a door-to-door sales channels.
 14 And both of them -- both of these individuals
 15 were -- actually I think Jacob was fired because of
 16 doing telemarketing and pretending to do door-to-door,
 17 if I'm not mistaken. I could be wrong. And
 18 Vinnie Mac was fired because his sales were just
 19 fraudulent.
 20 Q Sorry, one more time? I didn't hear that.
 21 A And then the second one, Vinnie Mac, was
 22 fired because his sales were just fraudulent.
 23 Q So he's slamming?
 24 A Yes.
 25 Q Okay.

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15 (Pages 54 - 57)

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1 Q Was this the only instance that you're aware
2 of?
3 A No.
4 Q Okay. What other instances were you aware
5 of?
6 A There were instances with MBM, and then
7 there were some -- there were definitely several
8 others during the last few years.
9 Q So did this happen with some regularity,
10 these kinds of distances in the GPS coordinates of
11 door-to-door sales?
12 A There were two issues. One, in some cases
13 there was an issue with the TPV platform itself where
14 if I -- from what I hear -- and again, I don't -- I
15 never encountered this -- if an agent doesn't log out
16 correctly the previous day -- so you know, later on
17 the following day they can try to enroll somebody, you
18 know, from 200 miles away or, you know, they try to
19 enroll their uncle while on vacation in, let's say,
20 Florida. But those were far and few in between.
21 We have seen distance issues, and we
22 have -- the QA team was instructed to terminate
23 them -- terminate those sales. But I don't think any
24 other action was taken, to be honest. At least not
25 that I remember.

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1 break? It's noon; it's lunchtime. People maybe want
2 to --
3 A Up to you guys. I can probably go for
4 another hour before I need to take a break.
5 MR. LECOURS: Maybe another half an
6 hour, Ethan, and then we take a lunch break? It's
7 1:00 here, so.
8 MR. PRESTON: Yeah, that's fine. I
9 think that's great.
10 BY MR. PRESTON:
11 Q All right. We've talked about slamming.
12 What's your understanding of the term "slamming" in
13 your industry?
14 A In our industry slamming means that when a
15 sales representative hides the true details of the
16 product and sign up the customer under false
17 pretenses.
18 Q So the scheme to disguise telemarketing as a
19 door-to-door sale, that's not slamming because you're
20 not lying to the customer about the nature of the
21 deal?
22 A Right. That's even more severe. That's,
23 you know, fraud because, you know, we're responsible
24 for those -- we're responsible to comply with various
25 state regulations. We obviously have to comply with

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1 But these were -- these were not super
2 regular, but they were frequent enough. I'd say a few
3 per month.
4 Q Were there other instances where you'd have
5 distances of over 2,000 miles?
6 A We definitely have had them. You know, I
7 cannot tell you which one and how and which sales
8 channel, but you know, I've pretty hands-on, so I do
9 remember seeing these frequently.
10 Q Okay. But how frequently?
11 A I'd say, at least, I was advised of two or
12 three in every given month.
13 Q Okay. So there's two or three enrollments
14 where the -- excuse me, let me back up -- two to three
15 door-to-door enrollments where the GPS data shows a
16 distance between the sales agent and the service
17 address over 2,000 miles?
18 A If not over 2,000 miles it was at least over
19 100 miles.
20 Q Okay. And those kinds of incidents would
21 potentially reflect this scheme to disguise
22 telemarketing as a door-to-door sale?
23 A Yes.
24 Q Okay.
25 How are you feeling? Do you want to take a

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1 the DNC regulations. And it's a massive liability to
2 the business.
3 Q Well, sure. And obviously you could have
4 somebody slamming during a door-to-door call, one of
5 these door-to-door telemarketing calls that would
6 misstate the nature of the deal.
7 A Yes.
8 Q Okay. But my understanding is
9 that -- well -- defendants tried to prevent slamming;
10 correct?
11 A To a degree, yes.
12 Q Okay. What about unauthorized enrollments
13 where the customer actually just never agreed to
14 this -- to enroll?
15 A If the customer isn't complaining, we kept
16 the sale. So to a degree yes, we tried to comply.
17 But if there was no complaint then there was no harm
18 keeping the sale.
19 Q Well, I'm going to reorient a little bit.
20 One of the things that Defendants have been consistent
21 with, and it shows in the documents that I've looked
22 at, Defendants really did try to ensure that customers
23 did not provide a non-fixed void telephone number
24 during the enrollment. Or if they did, they
25 definitely tried to make sure that they spoke with the

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17 (Pages 62 - 65)

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1 customer. Is that right?

2 A Yes.

3 Q Why did they do that?

4 A That was mainly to prevent slamming.

5 Because a lot of these sales reps, what they would
6 do -- the door-to-door sales reps -- they would just
7 create Google numbers.

8 Let's say, you know, they would create 10
9 or 15 phone numbers, phone number accounts, and then
10 if the customer said no, then they would go
11 outside -- they already had customer's details like
12 account number and address -- and then they would call
13 their buddy who would complete the TPV call and there
14 you -- you have a sale.

15 Q So how did they get the customer's details?
16 Would that be during an attempted sale?

17 A Well, they would -- yes. So there were two
18 types. In case of the actual door-to-door sales, they
19 would -- the customer would already provide them with
20 details. Or they would have details from a previous
21 campaign. And the same thing applied to the so-called
22 cross-selling, they would probably have the details
23 from a previous campaign.

24 Q Okay. So some of these telemarketers
25 essentially kept records of prior enrollments. That

1 see -- whenever a sale was blatantly obvious to be a
2 fraudulent sale or a slamming sale.

3 Q Okay. Going back to Exhibit 20, do
4 you -- prior to this litigation did you have an
5 independent recollection of these events?

6 A Yes.

7 Q Okay. Did you look at this document to
8 prepare for this -- for the 30(b)(6) deposition?

9 MR. LECOURS: Objection.

10 A I honestly don't remember.

11 MR. LECOURS: Objection to the extent
12 it's asking for things that were done in the presence
13 of counsel.

14 MR. PRESTON: Yeah, and I do want to be
15 careful here, because I don't want to traipse over the
16 attorney-client privilege that Defendants might be
17 asserting.

18 MR. LECOURS: It's also work product,
19 Ethan, I mean, to the extent you're asking what
20 documents he was shown.

21 MR. PRESTON: If you showed it to him.
22 If it's something that he looked at independently --

23 MR. LECOURS: Sure.

24 THE WITNESS: Just to answer your
25 question, yes, I'm familiar with this email.

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1 sounds like a sucker list to me.

2 A Yes. Very often this happened in our cases,
3 as well. We would not deactivate vendors' profiles
4 for years after the campaign was over -- meaning the
5 TPV profile, so they had full access to their TPV
6 databases.

7 But you know, at the same time, they
8 received commission reports, and commission reports
9 included all of that information without the phone
10 numbers. So -- yeah, without the phone numbers.

11 So -- but the TPV records included the phone number.

12 I think at some stage I tried to limit the
13 information that -- the number of information that we
14 were sending off to sales channels, including limiting
15 the phone number. Some of them would complain,
16 so -- you know, threaten to quit sales. Others would,
17 you know, would just, you know, take it for what it
18 is.

19 Q Did Defendants also compare the voice of the
20 customer during a QA call versus the verification
21 call?

22 A Sometimes.

23 Q Do you have a rough sense of how often that
24 happened?

25 A I don't know. Whenever I would

1 BY MR. PRESTON:

2 Q Okay. So look at page 4. It's
3 the -- the 4 at the bottom, not the 4 in the PDF.

4 A I see it.

5 Q Okay. And so there's -- it's the third
6 paragraph from the bottom. "The second customer Cecil
7 Jerome was enrolled yesterday" --

8 A Yes.

9 Q You see that? Okay. And then it talks
10 about a follow-up call after the verification call.

11 And that -- my -- did Defendants make quality
12 assurance calls after the TPV verification process?

13 A When permitted we would attempt, yes.

14 Q Okay. Do you have a rough sense of how long
15 it took between the verification call and the QA call?

16 A It could have been anywhere between three
17 hours and one week. It depends on staffing.

18 Q Okay. And that would be based on your -- on
19 the defendants' workload at that time?

20 A Yes.

21 Q Okay. So look at the bottom paragraph.

22 There's a sentence that says "Our QA team has not
23 found any other agents with similar sales oddities ...
24 if other team members have conducted sales in a non-
25 compliant manner this should be halted immediately."

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18 (Pages 66 - 69)

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1 And so in that "similar sales oddities" is
 2 she referencing the distances and the GPS coordinates?
 3 A Yes.
 4 Q Okay. And do you know what other
 5 enrollments that QA team looked at during this
 6 process?
 7 A So I don't know, but I can tell you this,
 8 that this language is language that I've created, and
 9 it's generally used in response to every complaint.
 10 In a response to complaint, particularly the
 11 regulatory complaint, we use -- we have -- or we had,
 12 I don't know what they do now -- you know, we had
 13 certain templates that we used.
 14 And one of the things that we would say is
 15 that, you know, QA team has not found any other agents
 16 with similar oddities, and that we were investigated
 17 or have investigated or have audited. But I honestly
 18 don't believe these audits been done.
 19 Q Yeah, I want to show you a document, but
 20 before I do I want to ask, so you -- this is canned
 21 language that you developed over time?
 22 A Absolutely.
 23 Q Okay. Where are those documents where
 24 you've -- I mean, there's multiple drafts, I guess?
 25 A There will be multiple drafts. There will

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1 door sales -- excuse me. The scheme to disguise
 2 telemarketing as door-to-door sales, that's an
 3 industry-wide issue; correct?
 4 A Yes.
 5 Q All right. And so you're -- this did not
 6 start with Endurance; correct?
 7 MR. LECOURS: Objection to form.
 8 A Yes.
 9 Q Are other energy firms using this same sales
 10 technique?
 11 A To my knowledge, yes.
 12 Q Okay. So you would describe this, the
 13 scheme to disguise telemarketing as door-to-door
 14 sales, as sort of an open secret in the industry?
 15 MR. LECOURS: Objection.
 16 A Yes. I believe so.
 17 Q And that was -- that's known to Defendants'
 18 management prior to March 2021?
 19 MR. LECOURS: Objection.
 20 A Yes.
 21 Q Okay. Do you know -- and maybe I asked this
 22 already, but do you know which enrollments the
 23 defendants -- the QA audit looked at respective of
 24 this, that last paragraph on Exhibit 20?
 25 A I don't think they looked at anything, to be

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1 be generally stored -- they should be stored in all
 2 share drive -- I don't know -- I don't remember which
 3 place. But it would be in regulatory and compliance,
 4 I believe. And if not it would be under QA.
 5 Q Okay. And this -- but the canned language
 6 was really developed to deal with regulators --
 7 A Yes.
 8 Q Okay -- and not necessarily litigation?
 9 A Correct.
 10 Q Okay. And so the -- this phrase -- the
 11 second paragraph from the bottom it says "with the
 12 information provided it seems clear that at least some
 13 of this agent's door-to-door activity is not being
 14 conducted at the customer residence, and as a result
 15 his badge is now deactivated." Is that also the
 16 canned language that you had prepared?
 17 A Well, let's see. I don't remember; to be
 18 honest with you on this one.
 19 Q Okay. How much of a distance in the GPS
 20 coordinates should trigger a QA audit with the -- of
 21 the policies that you're aware of --
 22 A At least 50 -- I think 50 meters and up.
 23 Q Okay. Is that sort of an industry standard?
 24 A No. That was our standard.
 25 Q Okay. So the scheme to disguise door-to-

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1 honest with you. This is the standard language that
 2 we used, and they might have found one or two and
 3 then, you know, what they -- what they've done in the
 4 past, and this is something that we have been
 5 struggling with, is they write a lot of fluff that
 6 means nothing in these emails, and they just send them
 7 over. So I don't think, honestly, anything was done
 8 here.
 9 Q Okay. I'm going to pull out in front of
 10 you -- real briefly, if you can pull out Exhibit 21.
 11 A Sure, one sec.
 12 MR. LECOURS: Ethan, can we just agree
 13 that my standard objection to use of attorney-made
 14 exhibits applies?
 15 MR. PRESTON: Yeah. And I mean, if
 16 there's any question about -- so this is from a
 17 distance report that you guys produced to us. And
 18 you'll see that the names -- it includes the names of
 19 the customers that are in Exhibit 20, that email chain
 20 that we were discussing previously. And it just has a
 21 sampling of that -- the distance report where you can
 22 see the actual GPS coordinates and the distances
 23 involved.
 24 BY MR. PRESTON:
 25 Q Do you see that?

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19 (Pages 70 - 73)

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1 A Yes, I can. I do.
 2 Q Okay. Do you want to go look at
 3 Exhibit 105, that's the distance report, and you can
 4 compare it yourself and make sure that I've done it
 5 correctly?

6 A Hold on.

7 So yeah, I see. Any -- yeah, looks -- looks
 8 good to me.

9 Q Okay. Yeah, it -- my hope is that it's
 10 entirely accurate, but you know. So that's all fine.

11 Let's look at Exhibit 23.

12 A Okay. I see 23.

13 Q Yeah, and so Exhibit 23 is a set of GPS
 14 coordinates for a different set of customers. And
 15 you'll see these enrollments occur much earlier than
 16 the enrollments referenced in -- or at least some of
 17 them do -- the exhibit -- the enrollments in
 18 Exhibit 23, some of them are much earlier than the
 19 enrollments in Exhibit 21.

20 A Yes. Yes.

21 MR. LECOURS: Objection to form.

22 A I see that, yes.

23 Q Okay. And so if you go back to Exhibit 105
 24 you can see there's a spate of enrollments with
 25 distances of 7,000 miles that happened in, you know,

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1 A Myself, QA people, Richard Booth, at least.
 2 Q Okay. Were they aware at the time of the
 3 enrollments?
 4 A They were not aware of Endurance's
 5 intentions at the time of these particular
 6 enrollments, but they were aware of it at least
 7 48 hours afterwards.

8 Q So some of these enrollments are on
 9 March 29, 2021, and you're suggesting by
 10 March 31, 2021, they were aware?

11 A I would say so, or whatever the next
 12 business day would have been.

13 Q Okay.

14 MR. LECOURS: Objection.

15 BY MR. PRESTON:

16 Q So you know, one of my questions is why
 17 didn't Defendants find the enrollments reflected in
 18 Exhibit 23 during the QA process, and I think your
 19 answer is they didn't actually look. Is that right?

20 A That would be my assessment, yes.

21 Q Okay. Would Defendants have terminated
 22 Defendants -- excuse me. Would Defendants have
 23 terminated Endurance if they had known about the
 24 enrollments and the distances in the GPS coordinates
 25 for the enrollments in Exhibit 23?

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1 March 29, 2021; right?

2 MR. LECOURS: Objection to form.

3 A Yes.

4 Q Okay. So if the defendants had looked at
 5 the data or the enrollments for all of Endurance's
 6 enrollments, they would have found these distances?

7 A Yes.

8 Q It suggests to me that -- those distances
 9 suggest that these enrollments were done via
 10 telemarketing; correct?

11 A Yes.

12 Q And they just didn't spoof the GPS
 13 coordinates correctly?

14 A That seems to be the case, yes.

15 Q Do you know if they -- if the defendants
 16 were aware of these -- the enrollments -- well, let me
 17 rephrase.

18 Do you know if the defendants were aware of
 19 the distances reflected in the enrollments shown on
 20 Exhibit 23? That spate of earlier enrollments with
 21 the Pakistani GPS coordinates?

22 MR. LECOURS: Objection to form.

23 A I believe yes.

24 Q Okay. Who would they have been aware of all
 25 that?

1 A Probably not.

2 Q And that's based on your interactions and
 3 history with Mr. Booth and the general function of the
 4 companies?

5 A Yes.

6 Q Okay. All right. So I want to play an
 7 exhibit. This is Exhibit 155.

8 (Audio played.)

9 All right. So that sounds like a
 10 verification call made by TPV --

11 A It would appear so, yes.

12 Q Somebody has been enrolled?

13 A Yes.

14 Q Okay.

15 (Audio played.)

16 So --

17 (Audio played.)

18 All right. So the verifier from TPV.com
 19 asks her whether or not the -- asks the customer
 20 whether or not the sales agent was at her residence at
 21 the time of the enrollment. Did you hear that?

22 A Yes.

23 Q Okay. And the customer responds, "Nope,
 24 they weren't here." Did you hear that?

25 A Yes, I did.

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20 (Pages 74 - 77)

1 Q And then the verifier says, "We're going to
2 mark this call as customer needs clarification." Did
3 you hear that?

4 A Yes, I did.

5 Q Okay. Why is the call marked "customer
6 needs clarification"?

7 A I don't know. This call should have been
8 immediately escalated up the chain, and it should have
9 been brought to our attention immediately.

10 Also, there was scripting that we've
11 produced which was generally reviewed by me and
12 approved by Richard Booth or -- again, at the time I
13 didn't know Lindsay was an inside counsel or corporate
14 counsel, Lindsay's role was the regulatory manager, so
15 she would review and approve all scripting as well.
16 So Lindsay pretty much had the final say.

17 So there was language added that if there is
18 a suspicion of fraud these calls need to be canceled
19 immediately and forwarded to us for review.

20 Q Okay. So this suggests AnswerNet's involved
21 in -- by marking the call as "customer needs
22 clarification," it enables the sales agent to attempt
23 to reenroll the customer and have the customer
24 essentially state, "No, the person met with me in
25 person during the enrollment."

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1 purchased TPV. Do you know who AnswerNet is?

2 A Yes.

3 Q Okay. What's AnswerNet's relationship to
4 TPV.com.

5 A I believe they've acquired TPV.com, or they
6 could be their parent company at this point in time.
7 I don't -- I'm not quite sure which one applies, but
8 one of them does.

9 Q Okay. So a successor in interest to
10 TPV.com?

11 A Correct.

12 Q Okay. So let's go to page 106 of the
13 deposition.

14 A Okay.

15 Q Sorry, 102 of the deposition.

16 A Okay.

17 Q And you'll scroll up -- so let me clarify.

18 So scroll up to page 100. You'll see that I'm playing
19 Exhibit 155, so the same recording that you heard;
20 okay? And then scroll down to page 102.

21 A I see it.

22 Q Okay. And then on line 19 -- starting on
23 line 19 --

24 A Yes.

25 Q I asked "Why did she mark it as customer

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1 A Yes.

2 MR. LECOURS: Objection to form.

3 BY MR. PRESTON:

4 Q So by marking it as "customer needs
5 clarification," it enables the defendant -- or the
6 sales agent to multiple opportunities to coach the
7 customer through the verification process?

8 MR. LECOURS: Objection to form.

9 A Correct. And if you look at the
10 records -- TPV records -- you will find that -- maybe
11 not in this case but in many other cases -- multiple
12 attempts would have been done for the customer to
13 actually finally say the right things or confirm the
14 right things.

15 Q Okay. So I want to open up Exhibit 181.

16 A I'm sorry; which exhibit?

17 Q 181.

18 A Sure. It's slow.

19 MR. LECOURS: What was the number,
20 Ethan?

21 MR. PRESTON: 181.

22 THE WITNESS: I got it.

23 BY MR. PRESTON:

24 Q Okay. So this is a deposition -- a portion
25 of a deposition transcript from AnswerNet, which

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1 needs clarification?" And Mr. Pudles testified "that
2 would've been the rule the client told us to do when
3 the door-to-door client -- the door-to-door person
4 wasn't there." Do you see that?

5 A I see it.

6 Q Okay. And do you know how that rule was
7 communicated to AnswerNet?

8 A I don't know. We had specific instructions
9 at the time that in case of a possible fraud they are
10 to communicate these things to us. They should have
11 marked this as -- as no sale, tell the customer to
12 call the customer service team, and basically -- and
13 marked this as -- and flag it as fraud.

14 Q Okay. And they didn't, obviously, at
15 least in this case.

16 A They didn't.

17 Q Yeah.

18 MR. PRESTON: All right. I'm going to
19 mark a new exhibit, Exhibit 206.

20 (Exhibit 206 was marked for
21 identification.)

22 BY MR. PRESTON:

23 Q I'm going to upload this, and you'll have
24 it in maybe 30 seconds. Yeah, there it is.

25 A Is it uploaded yet?

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21 (Pages 78 - 81)

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1 Q Yeah.
 2 A Okay. Let me refresh.
 3 Q So --
 4 A Okay. I see it.
 5 Q This is an email from AnswerNet to myself
 6 and Mr. Wilson. And it -- attached to that is an
 7 Excel spreadsheet, which is reproduced in Exhibit 206.
 8 Do you see that -- H4?
 9 A I see it.
 10 Q Okay. Do you recognize this spreadsheet?
 11 A Yes. That would have been document created
 12 by AnswerNet that would transpose all of our TPV
 13 requirements.
 14 Q Okay. And then go down to page 4, and
 15 there's a code -- code 3. Do you see that? I'm
 16 sorry, no, code 4.
 17 A Customer needs clarification. Okay.
 18 "Customer does not understand or is unable to complete
 19 the verification without questions being answered."
 20 And "fraud indicator -- no." That should have been a
 21 yes. And I'm pretty certain that the document that
 22 I've reviewed and approved would have a yes right
 23 here.
 24 Q So there's another document --
 25 A I believe Spring Power & Gas should have a

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1 we've got an exhibit sheet on that. And you'll see
 2 the attachments under the email header. Do you see
 3 that?
 4 A Go to which -- the first page, you said?
 5 Q Yeah. Page 2 of the PDF where you can see
 6 the header information, the from, to, date, subject,
 7 attachment?
 8 A Yes, I see it. Okay.
 9 Q And then so the attachment name is Spring
 10 Digital-RES-DTD-MD_PA_NJ, and then there's a date.
 11 And then at the very, very end there's a 1 in
 12 parenthesis. Do you see that?
 13 A Yes.
 14 Q And so that looks like --
 15 A Another version.
 16 Q Right. There's another version out there
 17 that we don't have.
 18 A That would seem to be the case. The naming
 19 convention is actually similar to what I would use.
 20 But yeah, this -- again, I don't know what this is.
 21 This is not document that I --
 22 Q This can't be the only document that covers
 23 that "customer needs clarification" disposition;
 24 correct?
 25 A Correct. There has to be more to it. I'm

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1 copy of the document that was sent to -- was sent to
 2 TPV.com or AnswerNet with, you know -- because our
 3 documents look completely different.
 4 Q So there should be another document that
 5 discusses the customer needs clarification?
 6 A Yes. Yes. Or maybe not another document
 7 but should be a TPV document that was created by
 8 Spring and forwarded over to TPV.com for
 9 implementation.
 10 Q The description for the "customer needs
 11 clarification" disposition that you just read does not
 12 seem to cover, at least in my mind it doesn't cover, a
 13 situation where the sales agent was not at the door.
 14 A Yes.
 15 Q So is there a document that exists that
 16 expressly covers a situation where the sales agent is
 17 not at the door under the "customer needs
 18 clarification" disposition?
 19 A There should be a document that explains
 20 when the verifier needs to raise the fraud indicator.
 21 Maybe it's a different document from this. And it has
 22 been created for RRH, both Kiwi and Spring, and should
 23 be somewhere with the defendant.
 24 Q All right. So I want to scroll back up to
 25 the very first -- sorry, the second page, because

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1 pretty sure of it. I mean, we have been very critical
 2 of third-party verification and them making mistakes.
 3 As a result there were several documents that I would
 4 put together and ask to be implemented.
 5 Q Okay.
 6 A There were also ad hoc emails between us and
 7 TPV.com regarding, you know -- regarding TPV
 8 processes. We often would -- because they would not
 9 follow our rules, so we often would run a sort of a
 10 spot check by listening to a couple of verifications.
 11 Q Okay. What other documents do you think are
 12 out there that would cover this "customer needs
 13 clarification"?

14 MR. LECOURS: Objection.

15 A I don't remember. But I do know that QA
 16 would have processes of when, and documents outlining
 17 processes of when, you know, there's a possibility of
 18 a fraudulent sale, misleading or misrepresenting or
 19 slamming.

20 Q Okay.

21 A There should be -- on that.

22 THE OFFICER: Sorry, "there should
 23 be" --

24 THE WITNESS: A lot more
 25 communications -- email communication on this.

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22 (Pages 82 - 85)

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1 BY MR. PRESTON:
 2 Q Do you know if the defendants ever collected
 3 information about customers who had cognitive decline
 4 or mental cognitive disabilities?
 5 A I don't think the defendants have collected
 6 the information. But if an account -- if a customer
 7 account would have an issue like that, a notation
 8 would have been made on that particular account.
 9 Q What if a family member had intervened to
 10 prevent an enrollment of an elderly potential
 11 customer?
 12 A We would not -- there was no process that we
 13 would store any of that information. Feedback would
 14 be sent -- probably feedback would be sent to the
 15 sales channel if the sales channel was still working
 16 for us, and that was pretty much it.
 17 Q Okay. Can I have you look at Exhibit 56?
 18 A I have it.
 19 Q Okay. What is this document?
 20 A This is an auto-generated TPV confirmation.
 21 MR. LECOURS: Ethan, what number are we
 22 on? Sorry.
 23 MR. PRESTON: Exhibit 56.
 24 MR. LECOURS: Thanks.
 25 //

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1 Q Okay. All right. So we're going to next
 2 roll on -- make sure I got this -- Exhibit 196.
 3 (Audio played.)
 4 He says his name is Tevan [ph]; right? Did
 5 you hear that?
 6 A Yes.
 7 Q It could be Kevin but maybe also Tevan [ph]?
 8 Do you want to hear it again?
 9 A Sure. Yes please.
 10 (Audio played.)
 11 Q All right. Did you hear it better that
 12 time?
 13 A Still it was a little muffled. I'm not
 14 quite sure -- something with Tevan [ph], Kevin --
 15 Q Yeah.
 16 (Audio played.)
 17 Hold on. I'm going to fast forward. Okay.
 18 And then she provides the same address Exhibit 195;
 19 correct?
 20 A Yes.
 21 Q Okay.
 22 A So it's pretty clear that the sales rep,
 23 whoever -- you know, the Kevin person -- has got her
 24 information from an old campaign. Because phone
 25 number matches, the address didn't, so just corrected

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1 BY MR. PRESTON:
 2 Q Okay. So the customer's name is [REDACTED]
 3 [REDACTED]?
 4 A Yes.
 5 Q Do you see that?
 6 A I do.
 7 Q Okay. And you see that service address is
 8 [REDACTED]?
 9 A Yes. Yes. Yes.
 10 THE VIDEOGRAPHER: Hey Greg, you put
 11 your cup in front of the camera.
 12 THE WITNESS: Oh. Sorry about that.
 13 BY MR. PRESTON:
 14 Q All right. So I'm going to play
 15 Exhibit 195.
 16 (Audio played.)
 17 All right. And so you heard her give the
 18 same number as it shows up in Exhibit 56?
 19 A Yes.
 20 Q Okay.
 21 (Audio played.)
 22 All right. And so that sounds like a
 23 verification call to [REDACTED] and she gave the
 24 same address that shows up in the TPV record; correct?
 25 A Yes.

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1 the address, and I'm assuming sent it off to
 2 verification.
 3 Q Yeah. Yeah. I just -- I want you to listen
 4 to the last part of this so we get her name.
 5 (Audio played.)
 6 All right. And so she gives the same name
 7 as the prior recording, 195?
 8 A Yes.
 9 Q Okay. I'm going to fast forward a little
 10 bit further on.
 11 (Audio played.)
 12 So he says he's calling from Pepco --
 13 A It's a slamming -- it was a slamming
 14 indicator right in the very beginning of that call
 15 when they said that -- to check eligibility. There's
 16 no such thing as eligibility. That's a -- that's a
 17 slamming technique that -- you know, that -- that
 18 everybody uses.
 19 Q They're tricking them into thinking they've
 20 been selected for something and that, like, no, this
 21 is the same offer they're going to provide to
 22 everybody.
 23 A Right. There's no such thing as
 24 eligibility. The only person that is not eligible is
 25 a person, I think, and it depends on the state, who is

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23 (Pages 86 - 89)

1 receiving some sort of a public assistance.
 2 Q Okay.
 3 (Audio played.)
 4 All right. So this a different voice on the
 5 other end of the --
 6 A Yes.
 7 Q Right? It's somebody younger, and she says
 8 that she's -- identifies herself as Christine
 9 Mcclanaham's daughter?
 10 A Yes.
 11 Q Okay.
 12 (Audio played.)
 13 So she's saying that the mother doesn't want
 14 her company switched. Did you hear that?
 15 A Yes, I did.
 16 Q Okay.
 17 (Audio played.)
 18 So it sounds like he's essentially vowing to
 19 switch the account without --
 20 A Without her permission, yes.
 21 Q Yes. All right.
 22 THE VIDEOGRAPHER: Also, I don't know
 23 if you saw that chat, but if we can look for a break
 24 when possible.
 25 MR. PRESTON: I think that's -- I have

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1 one more document to get in front of Mr. Hasiak before
 2 we broke, but I can also go now.
 3 THE VIDEOGRAPHER: All right. Okay,
 4 let me get us off, and then we'll talk about it.
 5 Time is 12:55 p.m. We're off the
 6 record.
 7 (Off the record.)
 8 THE VIDEOGRAPHER: We're back on the
 9 record. Time is 12:56 p.m.
 10 BY MR. PRESTON:
 11 Q I want you to look at Exhibit 156.
 12 A All right.
 13 Q So is a commission report.
 14 A 156, okay, got it.
 15 Q Yeah. All right. So this is a
 16 commission -- or a residual report; correct?
 17 A Hold on, maybe I'm --
 18 MR. LECOURS: 156, I believe, is a
 19 recording.
 20 THE WITNESS: A recording.
 21 MR. PRESTON: I am wrong. You're
 22 absolutely right. It's Exhibit 136.
 23 BY MR. PRESTON:
 24 Q Can we get that in front of you?
 25 A Okay.

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1 Q Sorry.
 2 A Okay. Yeah.
 3 Q All right. So this is a residual report
 4 that went to Endurance?
 5 A Yes.
 6 Q And so I want to call you down to page 3,
 7 the last line.
 8 A Uh-huh.
 9 Q So this is as of -- based on this document
 10 is it fair to say that as of October 31, 2021,
 11 [REDACTED] was still a paying customer of the
 12 defendants? Is that correct?
 13 A Yes. Yes.
 14 Q Okay. And Mr. Booth would have approved any
 15 commission paid to Mr. Ream; correct?
 16 A Yes. That would be -- he would have the
 17 final approval, so yes.
 18 Q So this -- the residual that's being earned
 19 here, which obviously isn't a lot --
 20 A Well, actually, if you -- if you take a
 21 look, I mean, it's a negative balance which offsets
 22 any cancellations or any claw backs that took place.
 23 Q Sure. That's right. There's a claw back.
 24 But if you look at the top of page 2 it's a residual
 25 commissions due \$5 --

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1 A That is correct. So yes, 100 percent
 2 correct.
 3 Q They're still earning a residual -- Mr. Ream
 4 is still earning a residual on [REDACTED] as
 5 of October 31, 2021?
 6 A Yes.
 7 Q And Mr. Booth would have approved that
 8 residual?
 9 A Yes.
 10 Q Okay. That is the end of my discussion. I
 11 think we should break and circle back. How long do
 12 you need, Mr. Hasiak?
 13 A You guys, you tell me. I've reserved all
 14 day for this.
 15 Q As have I. I don't mind if we do
 16 30 minutes. I don't mind if we do an hour. We can't
 17 go longer than an hour because I know people are on
 18 the East Coast.
 19 MR. LECOURS: Unless people need more
 20 time to get food, I mean, 30 minutes is usually
 21 enough.
 22 MR. PRESTON: Okay. Great. Let's do
 23 30 minutes.
 24 THE WITNESS: So 30 minutes.
 25 MR. PRESTON: 1:30?

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24 (Pages 90 - 93)

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<p>1 MR. LECOURS: Sounds good.</p> <p>2 MR. PRESTON: All right.</p> <p>3 MR. LECOURS: 1:30 Central, yeah?</p> <p>4 THE VIDEOGRAPHER: Time is 1:10 --</p> <p>5 (Off the record.)</p> <p>6 THE VIDEOGRAPHER: Back on the record.</p> <p>7 Time is 1:39 p.m.</p> <p>8 BY MR. PRESTON:</p> <p>9 Q All right. Did Defendants have any rules</p> <p>10 for filtering out enrollments that were in zip codes</p> <p>11 that had not been provided to the local state</p> <p>12 regulator?</p> <p>13 A They did, but I don't think they were</p> <p>14 followed.</p> <p>15 Q Well, where were those rules?</p> <p>16 A -- three states, I think -- or maybe two. I</p> <p>17 don't remember right now. I'm pretty sure Maryland,</p> <p>18 state of Maryland has a rule that you're supposed to</p> <p>19 provide ahead of time which zip codes you're going to</p> <p>20 be soliciting. And same thing applies to Ohio. Maybe</p> <p>21 Pennsylvania -- I don't know -- I don't remember right</p> <p>22 now.</p> <p>23 Q Where was that policy written down?</p> <p>24 A When I originally implemented the policy</p> <p>25 that policy was written on SharePoint. But it is</p>	<p>1 A I -- yes, they were.</p> <p>2 Q Okay. I want to backfill a little bit to</p> <p>3 address, I think, the objection.</p> <p>4 What is GPS spoofing?</p> <p>5 A It's when the -- well, I don't want to say</p> <p>6 perpetrator -- but when a party tries to disguise the</p> <p>7 true IP address with the fake one.</p> <p>8 Q Well, that's IP spoofing. I'm talking about</p> <p>9 GPS spoofing.</p> <p>10 A Oh, yes, I apologize. I'm sorry. Pretty</p> <p>11 much the same thing, where somebody is trying to</p> <p>12 change the actual location of where they are located.</p> <p>13 Q Okay. So it's -- they're falsifying GPS</p> <p>14 data?</p> <p>15 A Correct.</p> <p>16 Q Okay. And they -- Defendants were aware of</p> <p>17 GPS spoofing in -- being a possible vulnerability in</p> <p>18 the TPV records --</p> <p>19 A Yes.</p> <p>20 MR. LECOURS: Objection to form.</p> <p>21 BY MR. PRESTON:</p> <p>22 Q In 2021?</p> <p>23 MR. LECOURS: Objection to form.</p> <p>24 THE OFFICER: Sorry, what was the</p> <p>25 answer? I didn't hear it.</p>
<p>Page 94</p> <p>1 possible that SharePoint was just -- not to repeat how</p> <p>2 SharePoint operates, but very often some information</p> <p>3 may be overwritten, although this shouldn't happen.</p> <p>4 Q Was it, like, a Word document or --</p> <p>5 A No. It was an html, part of -- SharePoint</p> <p>6 is sort of, like, a Microsoft application that will</p> <p>7 allow you to -- sort of like -- almost, like, a data</p> <p>8 bank with --</p> <p>9 Q Okay --</p> <p>10 A -- work as, you know, different policies,</p> <p>11 different procedures would be stored there -- so for</p> <p>12 easy access to the agents and the rest of the</p> <p>13 management team.</p> <p>14 Q Okay. Would you be surprised to</p> <p>15 learn -- let me rephrase.</p> <p>16 Are you aware of any instances where</p> <p>17 Endurance enrollments were not in the areas disclosed</p> <p>18 to the Maryland regulator?</p> <p>19 A I wouldn't be surprised, no.</p> <p>20 Q Okay. Do you know what the phrase</p> <p>21 "impossible travel" means?</p> <p>22 A No.</p> <p>23 Q Okay. Were defendants aware of GPS spoofing</p> <p>24 in 2021?</p> <p>25 MR. LECOURS: Objection to form.</p>	<p>Page 96</p> <p>1 THE WITNESS: I'm sorry.</p> <p>2 Ethan, can you repeat the last question</p> <p>3 again?</p> <p>4 BY MR. PRESTON:</p> <p>5 Q Sure.</p> <p>6 A I think you said something.</p> <p>7 Q Were Defendants aware of the possibility of</p> <p>8 spoofing GPS data in TPV records by 2021?</p> <p>9 MR. LECOURS: Objection.</p> <p>10 A Yes.</p> <p>11 MR. PRESTON: Dan, what's the</p> <p>12 objection?</p> <p>13 MR. LECOURS: You asked if Defendants</p> <p>14 were aware. He's a personal -- he's not a</p> <p>15 representative of the company. You can ask about what</p> <p>16 his personal knowledge was. You can ask about</p> <p>17 information that he may have had that suggests another</p> <p>18 person had knowledge. But to ask him what the</p> <p>19 defendants' knowledge were is not a proper question.</p> <p>20 MR. PRESTON: Okay.</p> <p>21 BY MR. PRESTON:</p> <p>22 Q Was Richard Booth aware of GPS spoofing in</p> <p>23 2021?</p> <p>24 A To my knowledge, yes.</p> <p>25 Q Okay. How do you know that he was aware of</p>

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25 (Pages 94 - 97)

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1 GPS spoofing?
 2 A Going back to previous discussions about
 3 slamming, fraud, et cetera, this was a very common
 4 subject during the energy marketing conferences,
 5 internally, and you know, it wouldn't have been the
 6 first incidents. There were, here and there,
 7 incidents that we've suspected GPS spoofing but maybe
 8 were not able to prove it.

9 Q Okay.

10 I'm going to need to join again because I
 11 need to share a screen. But I -- if you -- I can turn
 12 your attention to Exhibit 68.

13 A That's the Spring automated enrollment
 14 confirmation; correct?

15 Q Right. So this is the -- it shows an
 16 enrollment for a person named [REDACTED]

17 A Yes.

18 Q All right. And then you see the IP address
 19 there?

20 A Yes.

21 Q Okay. Hopefully I can get in here. All
 22 right. So I'm trying to join the meeting because I
 23 want to share my screen with you on a small thing. So
 24 that IP address is 195.181.168.36. Do you see that?

25 A Yes.

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1 Q What kind of fraud?
 2 A It suggest a telemarketing fraud.
 3 Q Why?
 4 A Because the customer's in Maryland, so we
 5 would expect the IP address to be in Maryland. Or at
 6 the very least, somewhere in the United States.
 7 Q Right. And so you would expect to see a
 8 U.S. IP or ISP provider --
 9 A Correct.
 10 Q Maybe there, like, a Comcast which would
 11 provide a hard line or maybe you'd see a cellular
 12 carrier; right?
 13 A Right. Yes.
 14 Q But instead it seems to show a --
 15 A The other issue with this enrollment is,
 16 just by looking at it off, you know, glancing at it,
 17 is the email address. I mean, the email address is
 18 most definitely fake. Because no one has an email
 19 address with 123456@hotmail.com, so.
 20 Q Yeah. I'm also going to tell you -- and we
 21 don't need to get into it because I've done it before,
 22 but the service address is an office building.
 23 A Oh, okay.
 24 Q And so my suggestion to you is that this
 25 person lied to the enrollment -- lied to the sales

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1 Q Okay. All right. Okay. So now I'm going.
 2 So you can see I've got the screen up there. Oh,
 3 that's not going to work.

4 THE OFFICER: There is an echo, sir.

5 MR. PRESTON: Yeah, I know. Okay. So
 6 that should work better.

7 BY MR. PRESTON:

8 Q And now you can see the screen. And I'm
 9 going to take this IP address, and I'm going to run a
 10 "who is" command on that IP address.

11 THE VIDEOGRAPHER: Mr. Preston, as the
 12 videographer, does this need to be recorded, this
 13 screen share?

14 MR. PRESTON: It would be nice.

15 THE VIDEOGRAPHER: Okay.

16 BY MR. PRESTON:

17 Q So I've run a "who is" on the IP address
 18 used for the [REDACTED] enrollment in Exhibit 68,
 19 and it corresponds to DataCamp Limited in London. Is
 20 this an appropriate IP address for a door-to-door
 21 enrollment in Maryland?

22 MR. LECOURS: Objection to form.

23 A No.

24 Q What does this IP address suggest to you?

25 A It suggests fraud.

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1 agent -- but this IP address, it shows a data center
 2 in the UK; correct?

3 MR. LECOURS: Objection to form. Move
 4 to strike Counsel's testimony.

5 BY MR. PRESTON:

6 Q Does this IP address reflect a data center
 7 in the United States?

8 MR. LECOURS: Objection.

9 A No.

10 Q Does this IP address reflect a data center
 11 in Europe?

12 MR. LECOURS: Objection.

13 A Yes. In the United Kingdom.

14 Q Does this look like a VPN to you?

15 A Very possible.

16 Q Did Defendants have any policies prohibiting
 17 their sales agents from using VPNs during enrollment?

18 A I don't know.

19 Q Did Defendants have any policies prohibiting
 20 the use -- prohibiting enrollments with the IP address
 21 reflected of a possible VPN?

22 A Yes.

23 Q Okay. What was that policy and when did
 24 it --

25 A We did have a general policy which dates

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26 (Pages 98 - 101)

1 back, I'd say, at least six years. And since then it
2 was -- it was probably amended from time to time.
3 Again, I don't have the documents, or I wouldn't know
4 what it is right now.

5 One of the things that the policy talks
6 about is IP address. So if the IP address does not
7 match, the sale needs to be canceled, the incident
8 needs to be reported immediately to management, and
9 the proper audit needs to be conducted. Sales channel
10 needs to be suspended or canceled, depending on
11 severity.

12 Q Okay. What's the name of that -- the
13 document containing that policy?

14 A I don't remember at this time. It would be
15 part of our QA sales audit policies.

16 Q Okay. Do you know where it would have been
17 stored?

18 A It would have been stored under sales
19 channel onboarding in the -- in the channel -- sales
20 channel folder. Or possibly under regulatory and
21 compliance folder somewhere.

22 Q So Defendants had a policy to screen for VPN
23 usage during enrollments as early as 2018?

24 A You know, tough to say. I don't remember.
25 But it was at least for a couple of years we

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1 not an IP address was a VPN?
2 MR. LECOURS: Objection to form.
3 A I believe yes.
4 Q Okay. I want to pull your attention to
5 Exhibit 207.

6 (Exhibit 207 was marked for
7 identification.)

8 A One second.

9 Q This is a historical Ekata webpage -- Pro
10 Insight -- did Defendants use Pro Insight to perform
11 the screening function?

12 A I know we used Ekata, so we probably
13 used -- so whatever the functionalities were, we
14 probably have used them.

15 Q Okay. And if you look at the top of the
16 first -- the top of the second page -- there's a
17 screenshot of a template of a Ekata report. And it
18 shows an analysis for an IP address?

19 A Yes.

20 Q And so it -- was this the service that
21 Defendants were using to screen for VPN address in
22 2021?

23 A Yes.

24 Q Okay.

25 A I believe yes. I don't remember

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1 have -- we were supposed to do this.
2 Q Did defendants have a policy requiring them
3 to screen for VPN usage before 2021?

4 A I'd say yes.

5 Q Okay. And there's a set of documents that
6 you would look at to see and confirm that answer?

7 A Yes.

8 Q Okay. How were defendants supposed to
9 screen for VPN usage?

10 A So as mentioned before, they -- we were
11 supposed to, at the time, any enrollment that came in,
12 let's say today, would be screened tomorrow before we
13 enrolled them into the system. Whether that happened
14 or not I don't know. There were -- from now what I
15 see is many, many times we did not follow the process.
16 I don't know what for reasons.

17 Q Well, sure. But what technology did the
18 defendants use --

19 A Oh, sure. So to my knowledge we used Ekata,
20 which would help us to identify anything from a --
21 IP address to phone number, email. And I believe
22 later there was another system that we were using. I
23 don't remember the name of it.

24 Q Okay. So in 2021 the defendants should have
25 been looking at Ekata reports to evaluate whether or

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1 exactly -- oh, wait. I do remember that we might have
2 used -- or at least the -- one of the channel -- I
3 mean, the channel manager or QA manager had an access
4 to somebody else Ekata's login. So maybe that was
5 used then.

6 But shortly after we've purchased a
7 membership. I just don't remember the exact date.
8 Although it was --

9 Q -- Ekata creates historical reports that you
10 can go back and look?

11 A That, I don't know. I don't know if it
12 creates historical reports.

13 Q Okay. So there was a policy to screen for
14 VPN usage?

15 A Yes.

16 Q In 2021?

17 A Yes.

18 Q Do you remember the name of the document
19 containing that policy?

20 A I don't remember. It was definitely a sales
21 audit or something related to sales audit.

22 Q Okay. And would it be in the all share?

23 A It would be in the all shared drive, yes.

24 Q Would it be, like, a Word document or --

25 A It would have been -- in this case I'm

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27 (Pages 102 - 105)

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1 pretty sure it would be a Word document.
 2 Q Okay.
 3 Can we look at Exhibit 76?
 4 A I see it.
 5 Q Okay. So this is an email chain between you
 6 and Brian Ream and Amanda Miranda --
 7 A Yes.
 8 Q In December 2021; right?
 9 A Yes.
 10 Q And it looks like the defendants were in the
 11 process of potentially rehiring Endurance in December
 12 of 2021?
 13 A Correct. Yes.
 14 Q Were Defendants really worried about the
 15 events of the telemarketing disguised as door-to-door
 16 sales as shown in Exhibit 20 if they were going to
 17 rehire Endurance several months later?
 18 MR. LECOURS: Objection. Objection.
 19 A Okay. So even if -- let me phrase this
 20 differently.
 21 I -- even though we had some basic -- even
 22 though I had basic communications with Endurance at
 23 that point in time, I refused to give them a contract
 24 based on what happened in the past. And I
 25 communicated similarly to -- similar in full to

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1 Q Did Richard Booth want to rehire Endurance?
 2 A I didn't give him the opportunity to say yes
 3 or no. I told him I -- I pretty well remember that I
 4 told him I would not rehire them.
 5 Q Okay.
 6 Can we look at Exhibit 201?
 7 A Okay. I see it.
 8 Q And the very last part of page 2. So
 9 this -- it looks like an email chain with MBM?
 10 A Yes.
 11 Q It reads -- part 1 of the email reads: "What
 12 does the following rejection reason mean? Rejection
 13 Code: MAX-Description: Maximum number of
 14 Enrollments/Drops reached."
 15 Do you see that?
 16 A Yes. It depends on the state. But this
 17 implies that we have sent too many transactions,
 18 whether they were enrollments or drops, and pretty
 19 much the utility system will not recognize any
 20 additional -- any additional enrollments from us.
 21 So we might have attempted to enroll a
 22 customer three or four times, but before they
 23 were -- but because they were already with another
 24 supplier or the utility, that simply came back as a
 25 rejection reason. I mean, after X number of tries,

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1 Richard Booth. I believe there must be an email --
 2 Q So --
 3 A -- to that effect.
 4 Q So --
 5 THE OFFICER: "I believe" -- I didn't
 6 hear the rest of it.
 7 THE WITNESS: I believe that there's
 8 another email regarding this.
 9 BY MR. PRESTON:
 10 Q Sure. Let's look at Exhibit 146.
 11 A You said 146?
 12 Q I did.
 13 A All right. I see it.
 14 Q So this is you asking if you -- if
 15 Defendants wanted to bother rehiring Brian Ream. And
 16 it's dated January 2023. Do you see that?
 17 A Yes.
 18 Q Why was Ream under consideration even?
 19 A He wasn't. Or at least not with me.
 20 Whenever a prospective sales channel or someone who
 21 does sales reaches out to me, my job is to communicate
 22 this with Richard Booth and then make a decision on
 23 whether we want, you know -- again, whether we want
 24 them to sell for us or whether we even want to have a
 25 discussion.

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1 you know, the system will say, you know, "That's it.
 2 You're done."
 3 Q Do you have a sense of how many enrollments
 4 in a billing cycle it would take for a consumer's
 5 enrollment to get rejected for this reason?
 6 A So this would have -- this would have been
 7 done over the course of about six weeks. So I don't
 8 know, but I'd say if it's probably more than five,
 9 six -- this is when you're going to get that rejection
 10 reason.
 11 Q If a customer's enrolling with five or six
 12 different -- well, it doesn't have to be different
 13 supply companies. But if a customer enrolls five or
 14 six times in the space of six weeks, does that suggest
 15 that the customer might not be in charge of their
 16 affairs?
 17 A That is correct.
 18 Q It's a sign of potential cognitive decline
 19 of the client?
 20 MR. LECOURS: Objection.
 21 A Possibly.
 22 Q Okay. So the defendants have produced a
 23 series of internal Do Not Call lists to us. Can you
 24 explain the differences between those call lists or
 25 where they came from?

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28 (Pages 106 - 109)

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1 A Would you mind showing me those documents?
 2 Q Okay. So I'm going to try to share my
 3 screen. So the first one we got -- and I guess I'll
 4 just start marking these because I'm going to be using
 5 them.

6 MR. PRESTON: So this is Exhibit 208
 7 which we got sometime in 2023.

8 (Exhibit 208 was marked for
 9 identification.)

10 BY MR. PRESTON:

11 Q Do you see that?

12 A I do.

13 Q I want to show you something that I'm trying
 14 to understand. So we're going to sort by number, and
 15 you'll see that some numbers show up multiple times.
 16 I'm going to represent to you that although there's
 17 about 1,100 entries in the list, that I don't know
 18 that there's more than 400 telephone numbers in
 19 this -- in Exhibit 208.

20 A This doesn't look like the DNC list that we
 21 would maintain. But at the same time -- okay. But at
 22 the same time, we did a pretty sloppy job at
 23 maintaining DNC list or lists.

24 Q How many lists did Defendants have?

25 A Well, there was -- at one point in time we

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1 Q Okay. Do you know who prepared this list?
 2 A I -- definitely wasn't me, so -- somebody
 3 probably on the customer service side.

4 Q Okay.

5 A But who, I would be speculating. I don't
 6 know.

7 Q Okay.

8 Hold on. What's my exhibit number -- so
 9 we're at 208. Upload another one -- this is the
 10 production data.

11 MR. PRESTON: So Exhibit 209 I'm going
 12 to mark, and this is the DAT file entry for

13 Exhibit 208 that was -- when it was produced to us.

14 (Exhibit 209 was marked for
 15 identification.)

16 BY MR. PRESTON:

17 Q Do you recognize this name, Stephen Goeghan?

18 A Yes.

19 Q Okay. Was he involved in Defendants' Do Not
 20 Call list?

21 A Stephen Goeghan was very critical of our
 22 mishandling, so sometimes he would take on a project

23 to fix it or to improve it.

24 Q Do you know why he would have put together
 25 the internal Do Not Call list that we received?

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1 wanted to have the entire DNC list in -- in
 2 Orion [ph], the CRM. And I think the QA manager had
 3 made a mistake and they were just uploading the entire
 4 US Do Not Call list onto Orion [ph], for what reason I
 5 don't know.

6 What we're looking at right now is not a
 7 list that was generated by the system. It's a list
 8 that was put together by probably a few different
 9 people.

10 Q So when was this list put together?

11 A I'm assuming for the purposes of
 12 this -- this action, at some time.

13 Q How was it put together? Do you know?

14 A Well, I would think probably looked at a
 15 couple of different documents -- you know, just piled
 16 the phone numbers together, and it was it.

17 Q And so --

18 A Removed, probably -- because we did have a
 19 list that was sort of a combination of phone numbers
 20 for both Kiwi Energy and Spring Power & Gas, so if we
 21 are not seeing any 718 phone number or 212, that means
 22 that those numbers were removed from this list.

23 Q Okay. So this is an artificial list that
 24 was created for the purposes of litigation?

25 A Seems to me, yes.

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1 A I'm assuming he was asked. Because whatever
 2 was being produced looks like -- look like -- you
 3 know, colloquially speaking, like garbage.

4 Q So is it the case that telephone numbers
 5 were removed from the internal Do Not Call list that
 6 was produced to us?

7 A Yes. Yes. Because it would have to contain
 8 Kiwi Energy's phone numbers.

9 Q And they don't?

10 A It doesn't seem to me.

11 Q Okay. All right. Do you know why Roland
 12 Camunas's number isn't on any of the DNC lists that we
 13 received?

14 MR. LECOURS: Objection, foundation.

15 A I'm assuming because of our sloppiness.

16 Q Can we look at Exhibit 49?

17 A I wouldn't know what that means. Oh, "and
 18 place QA cancel" -- that means to place a note that an
 19 account was cancelled per Quality Assurance
 20 instructions.

21 Q Okay. What is the adult DNC?

22 A Wouldn't know -- I truly wouldn't know what
 23 it -- what this means. This seems like a little bit
 24 of gibberish.

25 Q Okay. So we've received a variety of

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1 national Do Not Call lists from the defendants.
 2 Meaning the calculation lists that are maintained by
 3 the FTC. And there's been an ongoing dispute as to
 4 which of those call lists is the correct one for the
 5 time period in question. Do you know which DNC list
 6 is correct?

7 A I wouldn't know. Unfortunately, no.
 8 Q Did Defendants have a Do Not Call list in
 9 2021 -- March 2021?

10 A Since I was there at the time, we should
 11 have had -- DNC call list. But again, as far as -- it
 12 appears it wasn't updated. Because there's always
 13 somebody calling and wanting to be removed from our
 14 calling list, whether it's an existing customer or
 15 just a recycled phone number that we've accidentally
 16 called.

17 Q Okay. Do you know how you would go about
 18 finding the correct Do Not Call lists?

19 A I would start with -- I would start with
 20 David Salazar's emails. Then -- or his local shared
 21 files. Or Tom Sheehey would be the next person.
 22 Again, with his emails or his file folders from his
 23 computer.

24 That's what I would start looking, because I
 25 do remember vaguely that we've had too many

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1 A Yes.
 2 Q Yes, you have not?
 3 A Yes, I have not.
 4 Q Okay. You recently resigned from your
 5 employment with Spring Energy. Isn't that right?
 6 A That is not right.

7 [REDACTED]
 8 [REDACTED]
 9 [REDACTED]
 10 [REDACTED]
 11 [REDACTED]
 12 [REDACTED]

11 Q Okay. And is it your position that didn't
 12 constitute a resignation?

13 A That is -- that is my position.

14 Q Okay. And you've also stated via telephone
 15 with Richard Booth that you resigned. Is that
 16 correct?

17 A That is not correct.

18 Q So you're denying that you said that?

19 A Yes.

20 Q Okay. In connection with your email,
 21 whether it's a resignation or something else, isn't it
 22 true that you made a number of demands of Defendants?

23 A That is not true.

24 Q How would you characterize it?

25 A Can you define "demand"?

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1 incomplete, or several incomplete, Do Not Call lists
 2 here and there. So no one really knew which one was
 3 right or correct one, at least from what I can
 4 recollect.

5 Q Okay. So there's some unclear record
 6 keeping as to, you know --
 7 A Yes.

8 MR. PRESTON: Okay. Make sure -- I
 9 don't have any more questions on direct. I may have
 10 questions on re-direct. So I'll reserve some time
 11 there, but I'm finished in the first instance.

12 MR. LECOURS: How about we take a five-
 13 minute break, and I'll start.

14 MR. PRESTON: Okay.

15 THE VIDEOGRAPHER: Time is 2:21 p.m.
 16 We are off the record.

17 (Off the record.)

18 THE VIDEOGRAPHER: Back on the record.
 19 Time is 2:34 p.m.

20 EXAMINATION

21 BY MR. LECOURS:

22 Q Good afternoon, Mr. Hasiak.

23 A Good afternoon.

24 Q We haven't had any conversations since your
 25 employment ended with Defendants; right?

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1 Q Well, if there's another word you're more
 2 comfortable with in characterizing the items raised in
 3 your email --

4 A Well, I was discussing the fact that the
 5 company owes me a ton of money and that Richard Booth
 6 personally owes me money. Are -- are these the items
 7 you'd like me to discuss?

8 Or do we want to go into further of how I
 9 housed Richard when we had -- he had no place to stay
 10 and when he was arrested for allegedly beating up on
 11 his wife? So we can go that route if you'd like to.

12 I'm happy to.

13 Q I'm just asking if you made requests or
 14 demands or whatever you want to characterize it as in
 15 that email. That's literally my only question for
 16 you.

17 A Okay. So --

18 Q Yes or no?

19 A I have asked for what is due to me. Now, if
 20 you want to characterize this as demand, then sure,
 21 that's your prerogative. But I'm going to say no.

22 Q Okay. So you made requests, your phrase,
 23 and isn't it right that at least some of those
 24 requests were denied by Defendant?

25 A Most of them, yes.

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30 (Pages 114 - 117)

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1 Q So I take it from your tone you're upset, at
2 the current moment, with Defendant?

3 A Are we discussing the tone, or can we move
4 onto the actual merits of this?

5 Q No, I'm asking you if you're currently upset
6 with Defendants and Richard Booth?

7 A I'm a little upset. Why would I be upset?
8 They're great people.

9 Q Okay. Have you verbalized any threats to
10 harm Defendants' business and Richard Booth?

11 A Why would I do that? I own part of the
12 company.

13 Q Are you saying that you never said any sort
14 of verbal threats?

15 A No. Of course not.

16 Q Okay.

17 What is Roundbox?

18 A It's a call center that services RRH and
19 Arrow.

20 Q Is that a company you formed or something
21 else?

22 A Yes, at Richard's request.

23 Q Isn't it true that Roundbox started doing
24 business for Defendants, and that you didn't disclose
25 your interest in the company?

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1 it, and he said -- he alleged that we suborned
2 perjury. So we're going to respond and ask questions
3 about it.

4 MR. PRESTON: Yeah, I understand that.

5 But he wasn't here as -- he's not here as a class rep.

6 MR. LECOURS: You can state your
7 objection -- state your objection for the record, and
8 we're going to move on.

9 MR. PRESTON: But there's no
10 foundation.

11 MR. LECOURS: Okay. Objection to form.

12 Let's move on.

13 BY MR. LECOURS:

14 Q Question is when did you raise that concern?

15 A As I said, several times verbally with
16 Richard Booth. I don't remember exact time.

17 Q Did you ever raise it in writing? You've
18 mentioned not having Teams access or email access.
19 Did you raise it through those media?

20 A I believe so. I'd have to go and look.

21 Q Okay. So you don't have a specific
22 recollection of having it raised in those forms?

23 A No specific date.

24 Q Do you have any recollection of having
25 communicated those concerns via email or Teams

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1 A That is not true.

2 Q Isn't it true that this dispute -- or
3 regarding Roundbox -- is one of the items that's been
4 discussed between you and Defendants since your
5 employment ended?

6 A It is true.

7 Q Okay. Isn't it true that not one of the
8 issues you raised in any of your communications lists
9 any discomfort with serving as a class representative?

10 A That is not true.

11 Q When did you raise your discomfort at
12 serving as a class representative?

13 A Several times before my termination.

14 Q When and to whom?

15 A Richard Booth. I don't remember exact
16 dates. You've got -- I mean the defendants have cut
17 out my access to my Teams and my email.

18 Q Were those concerns raised?

19 MR. PRESTON: I think I'm going to
20 object on foundation.

21 BY MR. LECOURS:

22 Q Were those concerns raised --

23 MR. PRESTON: I don't think -- he's not
24 here as a class rep.

25 MR. LECOURS: Ethan, you asked about

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1 message?

2 A As you are aware -- or maybe that's a wrong
3 one, I'm sorry. Richard's instructions were very
4 clear not to use any issues that potentially might
5 create liability to -- you know, to put them in a
6 traceable form, meaning email or Teams or anything
7 else, even though there were several instances where
8 certain information was communicated that way. That
9 was extremely frowned upon.

10 Q When was that communicated to you, not to
11 put things in writing?

12 A When was what communicated to me?

13 Q You said there was a -- that was Richard's
14 policy or --

15 A Richard's policy was not to communicate
16 information that could potentially create a liability
17 for the company. So this was one of those instances.
18 And except for very few instances, majority of it was
19 communicated verbally.

20 Q Would you agree with me that there's none of
21 the writings or other communications that you've had
22 with Defendants or Richard Booth mention this
23 discomfort you allegedly had with testifying as a
24 class rep?

25 A Again, I would not agree. I don't have

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1 access to my email. So yes, I'm not going to agree.
 2 Q I'm asking about the emails and
 3 communications you've had since your employment ended.
 4 A There were other issues to discuss. So no,
 5 we did not discuss this class action.
 6 Q You didn't bring that up. All right.
 7 You were the director of operations at the
 8 defendants' various companies as of 2021, 2022; right?
 9 A In title only, yes.
 10 Q You were the person responsible for the
 11 sales channels. Isn't that right?
 12 A In title only.
 13 Q What does that mean?
 14 A That means that ultimately Richard Booth has
 15 the final say on everything.
 16 Q You signed a contract with TIPS. Isn't that
 17 right?
 18 A I signed many contracts. On -- you know,
 19 based on Richard's blessing, for lack of a better
 20 word.
 21 Q You were authorized to sign -- enter those
 22 contracts by Richmond Road Holdings; correct?
 23 A That is correct.
 24 Q Are you familiar with the TIPS contract?
 25 A Vaguely.

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1 A Repeat the question again?
 2 Q Strike it. Withdrawn.
 3 Once TIPS stopped providing opt-in calls
 4 they were terminated. Isn't that right?
 5 A No.
 6 Q When did the relationship with TIPS end?
 7 A About a year-plus after signing of the
 8 agreement.
 9 Q Do you know the date?
 10 A I don't.
 11 Q And do you know when the agreement was
 12 signed?
 13 A It must have been prior to the -- hold on
 14 one second. Actually, I'm sorry; I don't remember.
 15 It was around the same time as the Nock case. But no,
 16 I don't remember the exact date.
 17 Q Okay. What was the reason TIPS was
 18 terminated?
 19 A At my request. I refused to work with them,
 20 and they have not -- we've received some complaints,
 21 some final complaints. And they were very unwilling
 22 to provide the actual opt-in records. I believe that
 23 was the reason --
 24 Q No one stepped in your way -- you know, you
 25 were allowed to act in your role as director of

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1 Q Would you agree with me that the TIPS
 2 contract provided for opt-in marketing?
 3 A I would agree.
 4 Q And I believe you earlier testified that
 5 TIPS was required to keep the opt-in calls.
 6 A Yes.
 7 Q And they were required to provide those
 8 regularly to Defendants and upon request?
 9 A Yes. Yes.
 10 Q Would you agree with me that there's not a
 11 single document reflecting a concern that that the
 12 opt-in calls received from TIPS were not legitimate?
 13 A I wouldn't agree because, again, I don't
 14 have access to that information.
 15 Q Are you familiar with ever having seen a
 16 single document that expressed that concern?
 17 A I'm sure have raised it, whether it's in
 18 text message, Teams, or possibly even in an email.
 19 Q When?
 20 A I don't remember. I mean, as I said before,
 21 I mean, you're asking me something that I don't have
 22 access to. So how can I possibly tell you when?
 23 Q Okay. You think you may have mentioned that
 24 these calls weren't legitimate, but you can't point to
 25 any specific time or instance of a document?

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1 operations and make that decision to terminate that
 2 agreement; correct?
 3 A Well, you'd be stupid to step in in my area
 4 at that point in time.
 5 Q They didn't though; right?
 6 A No. Not in that particular moment, you're
 7 right. He had no choice. We're talking about Richard
 8 Booth.
 9 Q All right. Shifting gears to Endurance.
 10 Are you familiar with the contract with Endurance?
 11 A Yes.
 12 Q Would you agree that Endurance was not
 13 allowed to do any telemarketing?
 14 A I agree.
 15 Q And they weren't allowed to assign the
 16 contract?
 17 A They weren't allowed what?
 18 Q They were not allowed to assign the contract
 19 without consent of Defendants?
 20 A Well, let me take you on a little memory
 21 lane --
 22 Q No, I'm asking -- Greg, with respect, my
 23 question is did the contract provide that Endurance
 24 was not allowed to assign the contract?
 25 A So was the other contract, yet they did.

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32 (Pages 122 - 125)

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1 And we didn't do anything about it.
 2 Q And this was the only contract you ever had
 3 with Endurance; right?
 4 A We only had one contract with Endurance to
 5 my knowledge.
 6 Q Okay. And Endurance was required to
 7 supervise their agents under that contract; correct?
 8 A It was a boilerplate agreement, and that
 9 same rule applied to everybody else. And yes, it
 10 applied to Endurance as well.
 11 Q Okay. And did you ever know, during the
 12 Endurance contract term, that Endurance sales and
 13 marketing assigned any portion of their contract to
 14 any other company or person?
 15 A We would assume they would.
 16 Q What does that mean?
 17 A That means that myself, Richard Booth, and
 18 everybody in the company knew that every sales channel
 19 would assign their contracts, yet we would put -- we
 20 would have a -- what's the term called -- blind eye?
 21 You know, and we would not pay too much attention.
 22 What do you think MBM is doing? They've got
 23 a couple of subcontractors. The company in Maryland
 24 is -- I'm sorry, not in Maryland, in Ohio -- is not
 25 really MBM.

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1 A No. Not at all. Actually, as a matter of
 2 fact, Endurance -- we knew that they were going to
 3 subcontract because that's the nature of how Brian
 4 Ream operates. But as long as they provide us sales
 5 that we don't have to worry about, I mean, we didn't
 6 care.
 7 Q Why bother putting this in the contract that
 8 they're not allowed to assign?
 9 A Plausible deniability.
 10 Q So you didn't know about Lonestar. Is that
 11 your testimony?
 12 A I did not know, no.
 13 Q Okay. How about Neil St. Louis, other than
 14 the fact that he was, you know, an Endurance door-to-
 15 door agent? Did you have any other knowledge about
 16 Neil St. Louis?
 17 A No, not me personally. No.
 18 Q Okay. Have you ever heard of an individual
 19 named Mohsin Abdul Jabbar?
 20 A Yes.
 21 Q What's your knowledge of this person?
 22 A Oh, actually, no. I -- I -- can I take it
 23 back? My previous -- Neil St. Louis, though, pretty
 24 much energy sales crooks, that's the -- that's the
 25 opinion the industry has about them. And no one

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1 Q Is there a difference in your mind between
 2 sales teams and having a subcontracted separate
 3 entity?
 4 A No -- well, I'm telling you that there's a
 5 difference about having sales team because if a sales
 6 team is under separate agreement with, for example,
 7 TIPS or MBM and -- in that matter, that means they are
 8 subcontracting and not telling us; right? And you
 9 knew about it. I mean, I hope Richard showed you --
 10 Q Well, I just want to clarify. So if you
 11 have a door-to-door channel that has more than one
 12 sales team and they -- and Defendants have consented
 13 to them having more than one sales team, that's not an
 14 assignment that's happening without authorization, is
 15 it?
 16 A Right. Unless they're paying different
 17 entities, different corporate entities; right?
 18 Q Do you have any reason to believe that
 19 there's different corporate entities involved?
 20 A When it comes to MBM, absolutely yes.
 21 Because we were very intimately knowledgeable about
 22 how they operate, including Richard Booth.
 23 Q Let's focus back on Endurance. Have you
 24 ever heard -- spoken to or heard of anyone associated
 25 with Lonestar Marketing Group?

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1 would --
 2 Q They're fraudsters; right?
 3 A Say it again?
 4 Q They're fraudsters; right?
 5 A Yes.
 6 Q So they defrauded Defendants; correct?
 7 A Yes.
 8 Q Upon learning that enrollments from
 9 Endurance had GPS data that indicated the discrepancy
 10 between the location of the sales agents, customer,
 11 and service location, isn't it true that Defendants
 12 did not simply sit by and allow Endurance to make
 13 further enrollments?
 14 A That is not true.
 15 Q So when it was discovered isn't it true that
 16 first Neil St. Louis was discontinued; correct?
 17 A Yes.
 18 Q Okay. And sales were cancelled; correct?
 19 That had --
 20 A I'm not sure if all sales were cancelled.
 21 Some at least.
 22 Q I didn't ask you about all sales; I asked
 23 you if sales were cancelled.
 24 A Some sales were cancelled.
 25 Q After Endurance sales agents were

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1 deactivated, they were never reactivated. Isn't that
2 right?
3 A Yes.
4 Q Subsequent to Neil St. Louis, the rest of
5 the team was deactivated; correct?
6 A Eventually, yes.
7 Q That was about approximately six weeks after
8 the campaign had begun?
9 A Yes.
10 Q And after that date isn't it true that
11 Endurance never did any more work for Defendants?
12 A Yes.
13 Q You testified earlier that Spring was aware
14 in early March 2021 of enrollments that had GPS
15 discrepancies. Do you remember that testimony?
16 A Yes.
17 Q What's the basis for that statement?
18 A I was looking at an exhibit, if you recall,
19 and there were sales that were completed with the GPS
20 that was far away; right? Unless I'm talking about
21 something else.
22 Q Are you aware of anyone, including yourself,
23 at Spring that looked at the transaction data that was
24 shown to you, you know, within a day or so of those
25 sales?

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1 responsibilities shared with Richard Booth.
2 Q And what did you do to make sure that
3 happened?
4 A Well, I wanted to hire more people but
5 obviously -- well, not obviously -- I wanted to hire
6 more people because we very often found ourselves
7 struggling, but money was not in the budget, so I was
8 denied adding additional staff.
9 Q So sitting here today you talked a lot about
10 what the policy, in your mind, was. But can you
11 testify that anybody actually looked at those -- the
12 TPV data in late March 2021 and saw the GPS
13 discrepancy?
14 A They should have been -- at least myself and
15 Richard were looking at them.
16 Q Can you say that anybody actually looked at
17 it?
18 A I don't know.
19 Q All right. You testified earlier about
20 Millennium Brilliant Minds [ph]. Do you remember
21 that?
22 A I do.
23 Q Do you recall there being an issue that came
24 to the attention of Defendants just before July 4th
25 in 2022 where there was some similar GPS discrepancy

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1 A We have a point of looking at transaction
2 data on a daily basis. On a daily basis there is a
3 report generated and has been. On the daily basis of
4 myself, Richard Booth, and pretty much everybody else
5 on the QA team or customer service team would have
6 been alerted to certain things.
7 Q Who's the document generated by?
8 A Oftentimes it was just a phone call, just a
9 Teams call or a conference call or -- or just regular
10 telephone call, or perhaps an email.
11 Q You mentioned a report. I'm just asking you
12 who generated the report.
13 A So when I say -- when I refer to a report,
14 means that somebody either gave us a verbal report and
15 generally that information would come back from either
16 customer service or QA.
17 Q Okay. Who was -- at what frequency was QA
18 downloading transaction data from TPV.com?
19 A They were required to look at it live.
20 Q When you say live what does that --
21 A Meaning every few hours logging in to
22 TPV.com and just eyeballing the enrollments.
23 Q And in your role were you ensuring that they
24 did live -- engage in those steps?
25 A That would have been part of my

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1 that came up through the TPV process? Do you remember
2 that?
3 A I do.
4 Q And do you recall there being a group of
5 sales agents referred to as the 9,000 series -- the
6 8,000 series, rather?
7 A Sure. Yes.
8 Q And is that -- you know, 8,000 series, 2,000
9 series, is that how Defendants sometimes referred to
10 MBM's sales teams?
11 A I don't know -- I don't know. But in this
12 case, it seems like yes.
13 Q Okay. So you'd agree with me, when there's
14 documents that refer to the 8,000 series or the 3,000
15 series, they're talking about sales teams with MBM?
16 A Yes.
17 Q Okay. Would you agree with me that after
18 this issue came to a head, you know, and to Defendants
19 attention right before July 4, 2022, the entire 8,000
20 series was deactivated, and all of the sales were
21 cancelled?
22 A I don't remember that one. But if you tell
23 me, then yes.
24 Q I'm not telling you. I'm asking for your
25 memory.

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<p>1 A I don't remember. I'm sorry.</p> <p>2 Q Is that a no?</p> <p>3 A I don't remember.</p> <p>4 Q Okay.</p> <p>5 You were asked questions about Wendell</p> <p>6 Freeman. Do you remember that?</p> <p>7 A Yes.</p> <p>8 Q He was a sales agent for one of the MBM</p> <p>9 sales teams. Do you remember that? Is that right?</p> <p>10 A Yes.</p> <p>11 Q The issue raised regarding his enrollments</p> <p>12 was not that enrollments were being made via telephone</p> <p>13 call calls to customers. Is that right?</p> <p>14 A Not necessarily, no.</p> <p>15 Q You don't -- do you agree with me, or do you</p> <p>16 think I stated it wrong or something else?</p> <p>17 A I disagree with you.</p> <p>18 Q Okay. What was the issue in your mind?</p> <p>19 A I don't remember right now.</p> <p>20 Q Okay. But would you agree with me that the</p> <p>21 documents reflecting the contemporaneous complaints</p> <p>22 are more accurate than your memory currently about</p> <p>23 that issue?</p> <p>24 A All I remember about -- what's his</p> <p>25 name -- can you remind me the agent's name?</p>	Page 134	<p>1 understaffed QA team, with very minimal resources that</p> <p>2 the management would not allow for, so I don't know</p> <p>3 how much of this was actually done the right way and</p> <p>4 how much of it wasn't.</p> <p>5 Q But you don't know that there was an effort</p> <p>6 made to cancel -- investigate and cancel enrollments</p> <p>7 made by Wendell Freeman?</p> <p>8 A There was an effort made, yes.</p> <p>9 Q Are you aware of any evidence of GPS data</p> <p>10 showing call center agents, let's say over 2,000 miles</p> <p>11 away, were ever seen before Endurance by Defendants?</p> <p>12 A Yes.</p> <p>13 Q Who?</p> <p>14 A I don't know. I mean --</p> <p>15 Q Well --</p> <p>16 A We've had incidents like these happen on a</p> <p>17 weekly and definitely monthly basis. And I'm saying</p> <p>18 there were a lot of them. You know, there was a</p> <p>19 handful on a monthly basis.</p> <p>20 Q It was a handful or it was every month?</p> <p>21 A Handful on a monthly basis.</p> <p>22 Q And to the extent those aren't reflected in</p> <p>23 any of your emails, do you have any explanation for</p> <p>24 that?</p> <p>25 A I don't know.</p>	Page 136
<p>1 Q Wendell Freeman.</p> <p>2 A Wendell Freeman.</p> <p>3 Q Wendell Freeman.</p> <p>4 A All I remember about Wendell Freeman that he</p> <p>5 has conducted several sales which some of them were</p> <p>6 where he was receiving \$25 from somebody in Pakistan</p> <p>7 or splitting the money with. And as a result we</p> <p>8 wanted to cancel him. But Richard and -- Richard</p> <p>9 Booth and the management of MBM decided to give him</p> <p>10 another chance. Hence, I communicated to our team</p> <p>11 that we were giving him another chance.</p> <p>12 Q The thing you just said about Pakistan, is</p> <p>13 that something you've seen in any document? Or --</p> <p>14 A I don't know if it's Pakistan -- somewhere,</p> <p>15 you know, offshore.</p> <p>16 Q So do you recall seeing any reference to any</p> <p>17 sort of offshore telemarketing -- Wendell Freeman?</p> <p>18 A I don't remember. I'm sorry.</p> <p>19 Q Isn't it true that the enrollments that</p> <p>20 Wendell Freeman entered were investigated, and those</p> <p>21 that were believed to be fraudulent were canceled?</p> <p>22 A Possibly.</p> <p>23 Q Do you have any reason to doubt that that's</p> <p>24 the case?</p> <p>25 A We had a very sloppy QA team, an</p>	Page 135	<p>1 Q So if there's no discussion of those</p> <p>2 incidents in your emails would you think perhaps it</p> <p>3 happened either less frequently or maybe your memory's</p> <p>4 incorrect?</p> <p>5 A You're asking a really loaded question. If,</p> <p>6 when, and how -- how the hell should I know? Okay.</p> <p>7 Right now I'm telling you I don't remember, so take it</p> <p>8 and move on to the next question.</p> <p>9 Q All right. Other than MBM and Endurance,</p> <p>10 can you name any other vendors where this issue came</p> <p>11 up?</p> <p>12 A Oh, sure. First one would be Jacob whatever</p> <p>13 the guy's name is -- SunSea Energy. Second one would</p> <p>14 be Vinnie Mac. And there probably was -- Watts</p> <p>15 Marketing, I believe -- sounds familiar -- there might</p> <p>16 have been a couple of incidents that took place. But</p> <p>17 again, if you show me the list of all the vendors, I</p> <p>18 can pretty much point you to which one to look at.</p> <p>19 Q And when you say "this issue," I'm</p> <p>20 specifically asking about GPS data over 2,000 miles.</p> <p>21 A Right. So yes, so if you can show me list</p> <p>22 of the vendors, I'll gladly point you to the ones</p> <p>23 that --</p> <p>24 Q Is it your testimony that those vendors</p> <p>25 that -- had GPS data that you saw with agents 2,000</p>	Page 137

35 (Pages 134 - 137)

1 miles away from the customer?
 2 A Maybe it was 1,000 miles away, maybe it was
 3 200 miles away. But yes, the distance issue has been
 4 a recurring issue. And I believe right now we have
 5 put some -- failsafes in places to make sure that, you
 6 know, it -- every one of those instances being
 7 alerted -- that an alert is sent to us.
 8 Q When you say "we" you mean Defendants;
 9 correct?
 10 A Me as the customer service/QA team at the
 11 time.
 12 Q All right. Do you recall you were asked
 13 questions about the "customer needs clarification"
 14 code that TPV.com used?
 15 A Yes.
 16 Q And you said there were other versions of
 17 the instructions that had used -- that had marked that
 18 "customer needs clarification" code as a fraud
 19 indicator. Do you remember that testimony?
 20 A Yes.
 21 Q Would you be surprised to learn that in none
 22 of the other documents was this code used as a fraud
 23 indicator?
 24 A I would be very surprised, actually.
 25 Q Okay.

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1 Q You said they made mistakes regularly;
 2 correct?
 3 A Yes. So it's a possibility.
 4 Q All right. Prior to this deposition have
 5 you had any communications with Plaintiff's counsel?
 6 A Yes. Regarding scheduling.
 7 Q Anything else?
 8 A I mean, what would you like to know?
 9 Q How many times did you communicate with him?
 10 A We probably had a couple of emails -- a
 11 couple of unrelated to this action. And we were on
 12 the phone twice or three times.
 13 Q How long were you on the phone?
 14 A Total time, I'd say under two hours.
 15 Q Two hours total or each call?
 16 A Total.
 17 Q Okay. Did you -- did any of those
 18 communications occur before your last day as an
 19 employee at Defendants?
 20 A No. Since Lisa Hawkins said that I owe
 21 company about \$60,000, so I've decided to send an
 22 email copying Richard Booth to Plaintiff's counsel
 23 requesting a deposition because I was worried that
 24 Lisa Hawkins is going to charge me additional money
 25 for scheduling of this deposition.

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1 A And again, I'm not sure what documents
 2 you're looking at. So if you'd kindly point me to
 3 those documents, I'll tell you who they belong to.
 4 Q We looked at one version of the document
 5 that TPV.com's attorney had attached that had a list
 6 of codes that could be used to designate particular
 7 customer calls. Do you remember that?
 8 A So I looked at a list that was
 9 generated -- that produced by the third-party
 10 verification TPV.com, yes. But I --
 11 Q And you had testified, I believe, correct me
 12 if I'm wrong, that the naming -- the nomenclature that
 13 was used to name that file was similar to what you
 14 would have named it?
 15 A Yes.
 16 Q Do you have any reason to believe that's not
 17 the document that was provided to TPV.com by
 18 Defendants?
 19 A Our documents had -- looked completely
 20 different. This looks like a document produced by the
 21 TPV company -- at least it looks to me.
 22 Q Do you have any reason to believe that
 23 TPV.com agents didn't just use the "customer need
 24 clarification" code as a mistake?
 25 A I'm sure that's a possibility.

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1 Q Did you ever exchange text messages with
 2 Plaintiff's counsel?
 3 A Not that I remember. Maybe about -- hold
 4 on, I did ask -- maybe about scheduling a time or day
 5 to call. That's pretty much it that sticks -- text
 6 messaging.
 7 Q What was the nature of what was
 8 discussed -- you mentioned over those two-hour
 9 calls -- two-hour call, rather?
 10 A We talked 25 minutes about elections.
 11 Q What did you discuss about either Defendants
 12 or this case?
 13 A Very basic, actually, information. I -- I
 14 mean if you ask me a specific thing, I'm happy to tell
 15 you, but nothing that would infringe on client-
 16 attorney privilege.
 17 Q Did you discuss anything in advance of
 18 Defendants' 30(b)(6) deposition that was being handled
 19 by Richard Booth?
 20 A No.
 21 Q Did he ask you any sort of questions he
 22 should ask?
 23 A No.
 24 Q Did you receive any documents from
 25 Plaintiff's counsel?

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1 A Yes.
 2 Q What documents?
 3 A I don't know. Hold on, let me take a look.
 4 Let me see -- the subpoena. And I've received notice
 5 of -- okay, I already said that. I also received a
 6 copy of Richard Booth's deposition.
 7 Q Were there any substantive discussions in
 8 any of these emails?
 9 A Nothing of substance, no.
 10 Q All your substantive conversations happened
 11 over telephone?
 12 A Not really.
 13 Q You had two hours of non-substantive
 14 discussions?
 15 A Just like I told you, we talked about
 16 25 minutes about politics -- or maybe less -- voting,
 17 I should say, not politics --
 18 Q Interesting timing to make new friends.
 19 A Yeah.
 20 MR. LECOURS: All right. I have no
 21 further questions.
 22 THE WITNESS: Great.
 23 MR. PRESTON: We're going to need to
 24 pause. I think probably even give us 10-15 minutes.
 25 I need to consult with my co-counsel and consider re-

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1 Q What kind of fraud?
 2 A We didn't know exactly what kind of
 3 fraud -- or I didn't know exactly what kind of fraud.
 4 We knew that that individual would be -- submitted
 5 fraudulent sales. So we -- or at least I knew that
 6 his sales are going to be bad news.
 7 Q Okay. And you knew that at the time
 8 Endurance was hired?
 9 A Yes.
 10 Q Did anybody else know that at that time?
 11 A Richard Booth knew about this because,
 12 again, both of us would go to the same conferences,
 13 meet the same people, so we would always discuss, you
 14 know, various individuals.
 15 Q Okay.
 16 A There were several that -- you know, that we
 17 were familiar with even -- but I guess not relevant to
 18 this case.
 19 Q You discussed the "customer needs
 20 clarification" disposition, and you sort of -- that
 21 answer got used in the call that we played at
 22 Exhibit 155. And you said that might have been a
 23 mistake. Do you remember that?
 24 A That was a possibility. Meaning, mistake on
 25 the verifiers side or mistake on our side?

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1 direct. I hope everybody can stay on the line. But
 2 we're close.
 3 Does that work for everybody? We can
 4 go off the record --
 5 MR. LECOURS: You need 15 minutes?
 6 Really? Let's just get this done, Ethan.
 7 MR. PRESTON: It might be less than
 8 that, but I do need to talk to Jeremy.
 9 MR. LECOURS: All right. I'll stay on
 10 the screen.
 11 MR. PRESTON: Okay.
 12 THE VIDEOGRAPHER: Time is 3:06 p.m.
 13 We're off the record.
 14 (Off the record.)
 15 THE VIDEOGRAPHER: We're back on the
 16 record. Time is 3:17 p.m.
 17 EXAMINATION
 18 BY MR. PRESTON:
 19 Q Good afternoon, Mr. Hasiak.
 20 A Good afternoon.
 21 Q I just have two more questions.
 22 You had said during your cross-examination
 23 that Neil St. Louis was known as a fraudster in the
 24 industry?
 25 A Yes.

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1 Q I think the verifier's side.
 2 A It's very much possible the verifier had
 3 made a mistake, yes. I -- I can't say with certainty,
 4 though.
 5 Q What if I played another couple of exhibits
 6 of audio recordings of verification calls where
 7 something similar happened?
 8 A If something similar has happened over and
 9 over that means it wasn't a mistake. That means that
 10 whatever communication went from Spring to TPV.com was
 11 already incorrect.
 12 MR. PRESTON: Okay. I don't have
 13 anything else --
 14 MR. LECOURS: I have a couple of quick
 15 follow ups if you're done.
 16 MR. PRESTON: Sure.
 17 EXAMINATION
 18 BY MR. LECOURS:
 19 Q You mentioned that you and Richard Booth
 20 knew about Neil St. Louis before this case and before
 21 he was an Endurance sales agent. Did I get that
 22 right?
 23 A I believe yes.
 24 Q And what's that belief based on?
 25 A Based on the many meetings that we went to,

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37 (Pages 142 - 145)

1 many discussions that we had about different sort of
2 fraud, different individuals who have defrauded other
3 companies. That's what it's based on.

4 Q And is it your testimony sitting here today
5 that you knew that and you didn't raise anything
6 having seen his name on a list of potential sales
7 agents?

8 A It is my testimony, but it is also my
9 testimony that we have often hired questionable sales
10 channels just because we needed sales.

11 Q Am I correct that that is, in fact, your
12 testimony?

13 A That's what I just said.

14 Q Okay. How can you explain discussions
15 between you and Mr. Booth during the context of this
16 case for which counsel was not present -- I'm not
17 asking about you about privileged communications in
18 sum or substance -- that neither of you had ever heard
19 of Neil St. Louis?

20 A I'm sorry, repeat the question?

21 Q How can you explain discussions that you had
22 with Richard Booth during the pendency of this case
23 that neither of you had either heard of Neil St. Louis
24 before this lawsuit?

25 A No. We don't remember what we had for

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1 MR. LECOURS: All right. No further
2 questions.

3 THE WITNESS: Thank you.

4 MR. LECOURS: Ethan, unless you have
5 any follow up, I think we're done; right?

6 MR. PRESTON: No. Everybody needs to
7 go home. Been a long day.

8 THE OFFICER: Okay. To confirm
9 transcript orders real quick.

10 Mr. Preston the standing order is
11 original transcript for ten business days delivery.
12 Is that still sufficient for you?

13 MR. PRESTON: Yeah, that's fine.

14 THE OFFICER: Mr. LeCours do you need
15 the read and sign? Or who do we send the read and
16 sign to?

17 MR. LECOURS: You'll send that to the
18 witness -- he can probably provide his direct contact
19 in the chat -- because he's not represented.

20 THE OFFICER: Okay. And would you like
21 to purchase a copy?

22 MR. LECOURS: I'll purchase a copy.

23 Can you have that expedited for five days? Is that an
24 option?

25 THE OFFICER: Yes, sir.

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1 breakfast three days ago, so sometimes there are
2 certain individuals that we might have not remembered
3 until our memory was jogged with some other events.

4 Q Okay. So were you lying now or were you
5 lying then? Like, which one?

6 A Rephrase your question.

7 Q No.

8 A I'm not going to answer that one --

9 Q So -- two different versions of your memory
10 about Neil St. Louis. One that's after you stopped
11 your employment and are upset with the --

12 MR. PRESTON: -- foundation -- what did
13 he lie about?

14 THE WITNESS: What did I lie about,
15 Dan? Come on. Do we have evidence that I lied? Show
16 it to me, then we can discuss. I did not lie.

17 BY MR. LECOURS:

18 Q So if he said --

19 A I remembered --

20 Q You said you had no knowledge of Neil
21 St. Louis, and now you're saying you have perfect
22 knowledge of your memory of Neil St. Louis?

23 A I don't have a perfect knowledge of
24 anything. I said I remembered --

25 MR. PRESTON: -- St. Louis --

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1 And Mr. Preston, would you like to
2 expedite as well?

3 MR. PRESTON: Yeah, I guess so.

4 THE OFFICER: Okay. Thank you.

5 THE VIDEOGRAPHER: Counsel, let me know
6 about the video. Do you need a video? And if you do,
7 what format?

8 MR. LECOURS: I don't need the video.

9 THE VIDEOGRAPHER: All right.

10 Time is 3:23 p.m. We are off the
11 record.

12 (Signature reserved.)

13 (Whereupon, at 3:23 p.m., the
14 proceeding was concluded.)

15

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38 (Pages 146 - 149)

1 CERTIFICATE OF DEPOSITION OFFICER
2 I, AMSALE MAXWELL, the officer before whom
3 the foregoing proceedings were taken, do hereby
4 certify that any witness(es) in the foregoing
5 proceedings, prior to testifying, were duly sworn;
6 that the proceedings were recorded by me and
7 thereafter reduced to typewriting by a qualified
8 transcriptionist; that said digital audio recording of
9 said proceedings are a true and accurate record to the
10 best of my knowledge, skills, and ability; that I am
11 neither counsel for, related to, nor employed by any
12 of the parties to the action in which this was taken;
13 and, further, that I am not a relative or employee of
14 any counsel or attorney
15 hereto, nor financially
16 outcome of this action.



17 AMSALE MAXWELL
18 Notary Public in and for the
19 State of Texas

20
21 [X] Review of the transcript was requested.

22
23
24
25

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1 Nock, Robert, Et Al. v. Spring Energy RRH, LLC, Et Al.

2 Gregory Hasiak Job No. 6957255

3 E R R A T A S H E E T

4 PAGE ____ LINE ____ CHANGE _____

5 _____

6 REASON _____

7 PAGE ____ LINE ____ CHANGE _____

8 _____

9 REASON _____

10 PAGE ____ LINE ____ CHANGE _____

11 _____

12 REASON _____

13 PAGE ____ LINE ____ CHANGE _____

14 _____

15 REASON _____

16 PAGE ____ LINE ____ CHANGE _____

17 _____

18 REASON _____

19 PAGE ____ LINE ____ CHANGE _____

20 _____

21 REASON _____

22 _____

23 _____

24 Gregory Hasiak Date

25

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1 CERTIFICATE OF TRANSCRIBER
2 I, SUMNER SMITH, do hereby certify that this
3 transcript was prepared from the digital audio
4 recording of the foregoing proceeding, that said
5 transcript is a true and accurate record of the
6 proceedings to the best of my knowledge, skills, and
7 ability; that I am neither counsel for, related to,
8 nor employed by any of the parties to the action in
9 which this was taken; and, further, that I am not a
10 relative or employee of any counsel or attorney
11 employed by the parties hereto, nor financially or
12 otherwise interested in the outcome of this action.

13
14 
15 SUMNER SMITH

16
17
18
19
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22
23
24
25

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1 Nock, Robert, Et Al. v. Spring Energy RRH, LLC, Et Al.

2 Gregory Hasiak 6957255

3 ACKNOWLEDGEMENT OF DEPONENT

4 I, Gregory Hasiak, do hereby declare that I
5 have read the foregoing transcript, I have made any
6 corrections, additions, or changes I deemed necessary as
7 noted above to be appended hereto, and that the same is
8 a true, correct and complete transcript of the testimony
9 given by me.

10

11 _____

12 Gregory Hasiak Date

13 *If notary is required

14 SUBSCRIBED AND SWORN TO BEFORE ME THIS

15 ____ DAY OF _____, 20____.

16

17

18 _____

19 NOTARY PUBLIC

20

21

22

23

24

25

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1 greg@hasiak.com
2 October 31, 2024
3 RE: Nock, Robert, Et Al. v. Spring Energy RRH, LLC, Et Al.
4 DEPOSITION OF: Gregory Hasiak 6957255
5 The above-referenced witness transcript is
6 available for read and sign.
7 Within the applicable timeframe, the witness
8 should read the testimony to verify its accuracy. If
9 there are any changes, the witness should note those
10 on the attached Errata Sheet.
11 The witness should sign and notarize the
12 attached Errata pages and return to Veritext at
13 errata-tx@veritext.com.
14 According to applicable rules or agreements, if
15 the witness fails to do so within the time allotted,
16 a certified copy of the transcript may be used as if
17 signed.
18 Yours,
19 Veritext Legal Solutions
20
21
22
23
24
25

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[authorization - blatantly]

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[understand - vpn]

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[yeah - zip]

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Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate.

The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

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VERITEXT LEGAL SOLUTIONS

COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

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